

## MINUTES

7:30 p.m. Wednesday, May 2, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

|            | Present | Absent |
|------------|---------|--------|
| Nestore    |         | X      |
| Wallace    | X       |        |
| Chila      | X       |        |
| Simmons    | X       |        |
| Barnes     | X       |        |
| Taliaferro | X       |        |
| Damminger  | X       |        |

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from April 4, 2012 and the closed session minutes from March 21, 2012.

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

46612 Proclamation In Honor and Recognition of "Vietnam Veterans Remembrance Week" Week of May 7, 2012. (Proclamation to be presented to "South Jersey Vietnam Veterans Association") (to be presented) (Chila).

46613 Presentation of a proclamation to Clearview HS Students who won 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> places in the TSA State Competition at TCNJ. The students will do a brief presentation of the two 1<sup>st</sup> place projects, Architectural Model (High quality model of a "Senior Day Care Center") and Video Game Design (to be shown on the TV via laptop computer) (to be presented) (Simmons).

46614 Proclamation recognizing Stefan Zych for achieving the rank of Eagle Scout (previously presented) (Simmons).

46615 Proclamation recognizing Ryan Huttemann for achieving the rank of Eagle Scout (previously presented) (Simmons).

46616 Proclamation recognizing Zachary Samuels for achieving the rank of Eagle Scout (previously presented) (Simmons).

46617 Proclamation recognizing St Bridget's Parish on its 125<sup>th</sup> year anniversary (previously presented) (Simmons).

46618 Proclamation for the Grand Opening of Total Turf Experience (previously presented) (Simmons).

46619 Proclamation in Recognition of Jason Tyler Coles Achieving Rank of Eagle Scout (to be presented at a later date) (Barnes).

46620 Proclamation Recognizing South Jersey Track Club of Southern NJ (previously presented) (Taliaferro)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

## OPEN

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

## CLOSE

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

## DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA

**46621 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS ENTITLED GEORGE URBAN v. GLOUCESTER COUNTY, C.P. NO. 2009-24239 (INCLUDING UNDERINSURED MOTORIST CLAIM), AND BARRETT JOHNSON v. GLOUCESTER COUNTY, C.P. NO. 2010-18404.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46622 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, EDWARD RIEGER v. GLOUCESTER COUNTY, C.P. NO. 2010-3706.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: A statement was read by Chief Counsel Lyons:

*"This resolution shall authorize settlement of the matter in the amount of \$68,280.00 as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard. The matter was discussed in closed session on March 21, 2012, between the Freeholder Board and the County's defense attorney. Petitioner alleges injuries which occurred during the course of employment, due to a motor vehicle accident. In accordance with N.J.S.A. 34:15-128.3a the matter is being resolved. "*

**46623 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH QUANTUM HEALTH SOLUTIONS, INC. FOR THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO BENEFIT COUNTY EMPLOYEES, FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013, FOR A MAXIMUM CONTRACT AMOUNT OF \$33,000.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        |     | X  |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46624 RESOLUTION AUTHORIZING PAYMENT TO THE CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS AS REQUIRED THROUGH THE GLOUCESTER COUNTY ADJUSTER'S OFFICE, PURSUANT TO N.J.S.A. 30: 4-60 FOR A MAXIMUM DOLLAR AMOUNT OF \$550,000.00 FOR THE YEAR 2012.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46625 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT TO PRO COMPUTER SERVICE FOR THE ANALYSIS OF THE COUNTY'S TELECOMMUNICATION SERVICE FOR A PERIOD OF TWO (2) YEARS FROM THE CONTRACT EXPIRING MAY 18, 2012 FOR AN UNDETERMINED AMOUNT BASED ON ACTUAL REALIZED SAVINGS.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        |     | X  |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46626 RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF COUNTY COMPUTERS IN AN AMOUNT NOT TO EXCEED \$35,000 FROM MAY 2, 2012 TO MAY 1, 2013.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46627 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$17,445.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46628 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$11,735.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**46629 RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$13,581.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46630 RESOLUTION AUTHORIZING JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY IN THE AMOUNT OF \$30,060.00 FROM JUNE 1, 2012 TO MAY 31, 2013 FOR THE INVESTIGATION OF WATER RESOURCES IN GLOUCESTER COUNTY THROUGH THE OPERATION OF ONE STREAM GAGING STATION, AND OPERATION OF WATER LEVEL RECORDERS ON GROUND WATER WELLS.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46631 RESOLUTION AUTHORIZING A CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION CO., INC. IN THE AMOUNT OF -\$20,954.73 IN REGARD TO ENGINEERING PROJECT 08-10FA.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46632 RESOLUTION AUTHORIZING A CONTRACT WITH TECHN-PRO ELECTRIC, LLC FOR ON-CALL EMERGENCY TRAFFIC SIGNAL REPAIRS FOR AN AMOUNT NOT TO EXCEED \$324,000.00 FROM MAY 2, 2012 TO MAY 1, 2013, AS PER ENGINEERING BID SPECIFICATION #12-05.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        |     |    | X       |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A



**46633 RESOLUTION REQUESTING THAT NJDOT DESIGNATE A PORTION OF DELSEA DRIVE, STATE ROUTE 47, FOR BICYCLE LANES IN THE BOROUGH OF GLASSBORO AND CLAYTON.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        |        |     |    | X       |
| Barnes     |        | X      | X   |    |         |
| Taliaferro | X      |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46634 RESOLUTION AUTHORIZING PURCHASE OF TWO (2) NEW 2012 FORD SUPER DUTY F-250 4WD REGULAR CAB 137" XL VEHICLES WITH OPTIONS FROM DFFLM, LLC FOR USE BY THE GLOUCESTER COUNTY PUBLIC WORKS MOSQUITO CONTROL DIVISION, AND THE PARKS & RECREATION GROUNDS MAINTENANCE DIVISION, FOR THE LUMP SUM AMOUNT OF \$51,292.00, AS PER BID PD 012-009.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46635 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR FISCAL YEAR 2012 CONGESTION MITIGATION AND AIR QUALITY CONTROL GRANT FUNDING TO PURCHASE COMPRESSED NATURAL GAS TRANSPORT VANS.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46636 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) USED 2011 VOLVO ECR 235CL SHORT RADIUS TAILSWING HYDRAULIC EXCAVATOR WITH QUICK COUPLER FROM PENN JERSEY MACHINERY FOR USE BY THE COUNTY OF GLOUCESTER'S DEPARTMENT OF PUBLIC WORKS FOR THE LUMP SUM AMOUNT OF \$165,000.00, AS PER BID PD-012-007.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46637 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE AMOUNT OF \$65,834.50, AS PER RFP-12-027, FOR ENGINEERING PROJECT #11-03FA.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    | X      |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

DEPARTMENT OF HEALTH &  
EDUCATION

FREEHOLDER BARNES  
FREEHOLDER SIMMONS

**DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**46638 RESOLUTION AUTHORIZING THE EXECUTION OF SOFTWARE MAINTENANCE AND ADMINISTRATION CONTRACT WITH UNION ORGANIZATION FOR SOCIAL SERVICES/COMMUNITY INFORMATION SYSTEMS (UOSS) FOR THE COUNTY OF GLOUCESTER, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$23,000.00, FROM MAY 22, 2012 TO MAY 21, 2013.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46639 RESOLUTION TO REMOVE VEHICLE #CS 638 FROM NJ TRANSIT INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46640 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FROM MAY 1, 2012 TO APRIL 30, 2019 BETWEEN THE COUNTIES OF GLOUCESTER AND CUMBERLAND TO PROVIDE HOUSING ON AN AS NEEDED BASIS FOR GLOUCESTER COUNTY FEMALE INMATES IN THE CUMBERLAND COUNTY CORRECTIONAL FACILITY.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    | X      |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46641 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS, CERTIFICATIONS AND REPORTS TO OBTAIN AND EXPEND CONTINUATION FUNDING FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) THROUGH THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013, IN THE TOTAL AMOUNT OF \$58,450.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    | X      |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46642 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, #JAG 3-5-09, IN THE TOTAL AMOUNT OF \$75,000.00, FROM APRIL 2, 2012 TO APRIL 1, 2013.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    | X      |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

**OPEN**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments:

- Carol Rhodes of Barnsboro had questions about the county wide tax office. She stated that the hours to make an appeal are difficult since the times are 8:30-4:00. Also does not think the appeal process is fair.
- Lee Lucas of Gibbstown asked about a rally in Swedesboro and the cost calculation per student in many local school districts.

**CLOSE**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

Adjournment 8:34pm

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**MINUTES**

7:30 p.m. Wednesday, May 16, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

**Roll Call**

|            | Present | Absent |
|------------|---------|--------|
| Nestore    | X       |        |
| Wallace    | X       |        |
| Chila      | X       |        |
| Simmons    | X       |        |
| Barnes     | X       |        |
| Taliaferro | X       |        |
| Damminger  | X       |        |

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from April 18, 2012.

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

46663 Proclamation in Honor of Glassboro High School 16<sup>th</sup> Annual Gloucester County Consumer Bowl 1<sup>st</sup> Place Winner (to be presented) (Barnes)

46664 Proclamation declaring May as Foster Care Month (to be presented at a later date) (Nestore)

46665 Proclamation in recognition of Martino Cartier and Friends Are By Your Side (to be presented at a later date) (Nestore)

46666 Proclamation in Honor of the Gloucester County Special Services School District as they celebrate their 20<sup>th</sup> Anniversary (previously presented) (Barnes)

46667 Proclamation naming week of May 20<sup>th</sup> through May 26<sup>th</sup> as National Small Business Week in Gloucester County (to be presented at a later date) (Simmons)

46668 Proclamations naming winners of "Best of Gloucester County" contest (to be presented at a later date) (Simmons)

46669 Proclamation Recognizing Deptford Relay for Life 2012 on Friday, May 11 through Saturday May 12, 2012 (to be presented on a later date) (Wallace)

46670 Proclamation honoring Greater Woodbury Chamber of Commerce on 50 years of service to the community (previously presented) (Simmons)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

**OPEN**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

## CLOSE

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

## DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA

**46671 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS, BARRETT JOHNSON v. GLOUCESTER COUNTY, C.P. NO. 2010-318404, AND GEORGE URBAN v. GLOUCESTER COUNTY, C. P. NO. 2009-24239, INCLUDING SETTLEMENT OF THE UIM CLAIM.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        |     |    | X       |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: Chief Counsel Lyons read the below comment:

*"Barrett Johnson and George Urban allege work related injuries. This resolution will authorize settlement of the matters in the amounts of \$10,000.00 and \$8,935.00 respectively, as per the recommendation of the County's workers' compensation attorney. The matter of George Urban will include ratification of settlement of the underinsured motorist claim resolved by Travelers Insurance per the terms of the County's insurance policy, with the County paying \$50,000.00. The matters were discussed in closed session on May 2<sup>nd</sup>, 2012, between the Freeholder Board and the County's defense attorney. Petitioners allege injuries which occurred during the course of employment. Pursuant to N.J.S.A. 34:15-128.3a the matters are being resolved."*

**46672 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2012.**

|            | Motion | Second | Yes | No   | Abstain  |
|------------|--------|--------|-----|--|--|
| Nestore    |        |        | X   | 12-03691<br>12-03096                         | 12-03573<br>12-02975<br>12-03325<br>12-02576<br>12-03025 |
| Wallace    |        |        | X   | 12-03608<br>12-03609<br>12-03691<br>12-03295 |  |
| Chila      | X      |        | X   |  |  |
| Simmons    |        | X      | X   |  | 12-03563   |
| Barnes     |        |        | X   |  |  |
| Taliaferro |        |        | X   |  |  |
| Damminger  |        |        | X   |  |  |

Comments: N/A

**46673 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

1. WORKFORCE INVESTMENT ACT - \$13,581.00
2. COMMUNITY JUSTICE PROGRAM - \$75,000.00
3. CENTER STREET CR603 IN MANTUA RESURFACING - \$700,000.00
4. BARNSBORO-BLACKWOOD ROAD BRIDGE RECONSTRUCTION - \$300,000.00
5. CLAYTON-WILLIAMSTOWN ROAD CR610 RESURFACING AND STRIPING - \$750,000.00
6. GLOUCESTER COUNTY MULTI-PURPOSE TRAIL EXTENSION - \$400,000.00

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      |     |    | X       |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46674 RESOLUTION AUTHORIZING THE REJECTION OF THE BIDS RECEIVED AT AUCTION BY THE COUNTY FOR THE PURCHASE OF THE REAL PROPERTIES KNOWN AS LOT 5.01, BLOCK 16 ON THE TOWNSHIP OF WASHINGTON'S OFFICIAL TAX MAP AND LOT 5.01, BLOCK 78 ON THE CITY OF WOOBURY'S OFFICIAL TAX MAP.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**DEPARTMENT OF HEALTH &  
EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**46675 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE EYE DEAL CONNECTION GRANT, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF \$20,784.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     | X      |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**46676 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE SOCIAL AND EMOTIONAL LEARNING EXTENDED SCHOOL YEAR GRANT, FROM MARCH 1, 2013 TO DECEMBER 31, 2013, IN THE TOTAL AMOUNT OF \$25,000.00.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     | X      |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46677 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR THE SHARED SPONSORSHIP OF THE MEGAN M. GIORDANO FELLOWSHIP IN PUBLIC HISTORY, FOR A TERM OF 14 MONTHS AT A TOTAL COST TO GLOUCESTER COUNTY OF \$30,000.**

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        |     | X  |         |
| Chila      |        |        | X   |    |         |
| Simmons    |        |        | X   |    |         |
| Barnes     |        | X      | X   |    |         |
| Taliaferro | X      |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

## OPEN

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments:

- Debra Comeraskis of Logan had a complaint regarding a bus driver for the Special Services School District stating that the driver speeds, curses, and listens to the radio with headphones on while driving.
- Phillip Brey of Belmawr questioned why his bid on the mosquito building was turned down. Chief Counsel Lyons said that both bids were below the market value that was recommended by our consultant. Our consultant recommended that we reject the bids.

## CLOSE

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

Adjournment 8:02PM

|            | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore    |        |        | X   |    |         |
| Wallace    |        |        | X   |    |         |
| Chila      | X      |        | X   |    |         |
| Simmons    |        | X      | X   |    |         |
| Barnes     |        |        | X   |    |         |
| Taliaferro |        |        | X   |    |         |
| Damminger  |        |        | X   |    |         |

Comments: N/A

*RECOGNIZING  
TAYLOR MINATEE  
GLOUCESTER COUNTY BOYS & GIRLS CLUB  
YOUTH OF THE YEAR - 2012*

*WHEREAS, the Gloucester County Board of Chosen Freeholders wish to pause in their deliberations and pay tribute to Taylor Minatee, who has been named Gloucester County Boys & Girls Club Youth of the Year, 2012; and*

*WHEREAS, Taylor Minatee was born in 1995 in Camden, NJ, moved to Glassboro, NJ in 2004 and became a member of the Gloucester County Boys and Girls Club in Glassboro in 2005 at the age of ten, participating in Smart Girls, Triple Play, Money Matters, Torch Club and Power Hour programs; and*

*WHEREAS, on March 28, 2012, Taylor was named as the Boys and Girls Club of Gloucester County Youth of the Year, and on May 22<sup>nd</sup> competed against 21 other Youth of the Year finalists for the title of NJ Youth of the Year; and*

*WHEREAS, Taylor has volunteered over 100 hours at the Boys and Girls Club day camp, she is one of the seven founding members and Vice President of the L.O.C. Jewel Keystone Club, a BGCA national citizenship and leadership group Club program, and made it her personal goal to make sure that each member received a Keystone signature shirt, convincing a local Banker to fund the project; and*

*WHEREAS, Taylor is a junior at Glassboro High School carrying a 3.3 GPA, is a mentor to incoming Freshmen students, is a member of the Varsity track team, and plans on attending Rowan University and go on to Medical school to become an obstetrician, hoping to be an example to other youths and inspiring them to achieve their own hopes and dreams; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby recognize Taylor Minatee on her being named Gloucester County Boys and Girls Club Youth of the Year 2012.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6<sup>th</sup> day of June, 2012.*

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST:

\_\_\_\_\_  
Robert N. DiLella, Clerk



## ~ IN HONOR AND RECOGNITION OF ~ HOWARD TUCKER

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Howard Tucker** on Saturday, May 12, 2012 for his distinguished Military Career and his service to the Veterans and Community at Holiday City; and

**WHEREAS**, **Howard Tucker** was born March 12, 1928 in Wethersfield Connecticut and graduated from Wethersfield High School and was active in soccer, the high-jump and bowling in his later years; and

**WHEREAS**, **Howard Tucker** served heroically in the United States Army from February 1, 1946 to March 1, 1966. **Howard's** first deployment was to Germany with the 4<sup>th</sup> Armored Division in 1950. He then served in Army Security/ROTC at Ft. Devens, Massachusetts until 1954, served a tour of duty in Iceland for one year in 1957, and again reassigned to Germany and served with the 1<sup>st</sup> America Missile Battalion. In 1962 he was put on full alert during the Cuban Missile Crisis. **Howard's** other duty stations included the 18<sup>th</sup> Airborne at Ft. Bragg, North Carolina, the 175mm Artillery Battalion, Ft. Sill, Oklahoma, the 175 Battery Division in Korea, a tour at Ft. Lewis, Washington. In 1965-1966 he served with a Combat Infantry and Calvary Unit in Vietnam. **Howard** served his last tour at Ft. Bragg, North Carolina; and

**WHEREAS**, **Howard Tucker** achieved the rank of **Command Sergeant Major** while serving his country, the highest enlisted rank in the Army. Having served with honor and distinction **Command Sergeant Major Tucker** was awarded the **Army Commendation Medal** the **Army Good Conduct Medal with 4 Loops** the **World War II Victory Medal** the **Army Occupation Medal** the **National Defense Medal** the **Vietnam Service Medal** the **Republic of Vietnam Campaign Medal** and the **Expert Badge with Rifle and Carbine Bars**; and

**WHEREAS**, **Howard Tucker** has lived at Holiday City for the last 20 years and has worked tirelessly for the Veterans and residents of Holiday City, he started the Veterans Committee and was instrumental in establishing a Veterans Memorial Monument, the Festive Socials and Architectural & Grounds Committee; and

**WHEREAS**, **Howard Tucker** has been married to his wife Ursula for the past 60 years and together, they have, one daughter Nancy, two grandchildren and two great grandchildren; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor, recognize and thank **Howard Tucker** for his lifelong service to our Country's Armed Forces, Veterans, and Residents of Holiday City.

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12<sup>th</sup> day of May, 2012.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

**PROCLAIMING**  
**MAY 6<sup>th</sup> – 12<sup>th</sup>**  
**NATIONAL NURSES WEEK**

*WHEREAS, the nearly 3.1 million Public Health Nurses in the United States comprise our nation's largest health care profession; and*

*WHEREAS, the depth and breadth of the Public Health Nurse profession meets the different and emerging health care needs of the American population in a wide range of settings; and*

*WHEREAS, the American Nurses Association, as the voice for Public Health Nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and*

*WHEREAS, Public Health Nurses integrate community involvement, social skills, and personal knowledge about entire populations along with a clinical understanding of the health and illnesses experienced by individuals and families; and*

*WHEREAS, Public Health Nurses provide health education, case management and preventive care to individuals and families who are members of vulnerable populations and high risk groups; and*

*WHEREAS, Public Health Nurses should be acknowledged for their advocacy, dedication and untiring efforts in caring for the citizens of Gloucester County;*

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby **proclaim** May 6<sup>th</sup> – 12<sup>th</sup> as **National Nurses Week**.

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10<sup>th</sup> day of May, 2012.

\_\_\_\_\_  
*Robert M. Damming*  
Freeholder Director

\_\_\_\_\_  
*Giuseppe (Joe) Chila*  
Freeholder Deputy Director

\_\_\_\_\_  
*Lyman Barnes*  
Freeholder

\_\_\_\_\_  
*Vincent H. Nestore, Jr.*  
Freeholder

\_\_\_\_\_  
*Heather Simmons*  
Freeholder

\_\_\_\_\_  
*Adam J. Taliaferro*  
Freeholder

\_\_\_\_\_  
*Larry Wallace*  
Freeholder

Attest: \_\_\_\_\_  
*Robert N. DiLella, Clerk*

**RECOGNIZING  
THE FIRST GRADE STUDENTS OF BULLOCK ELEMENTARY SCHOOL  
FOR WINNING \$1000 IN THE MAYORS BOOK CLUB CHALLENGE- 2012**

**WHEREAS**, it is the desire of the Board of Chosen Freeholders to pay special tribute to the first grade students of the Bullock Elementary School in Glassboro for winning \$1000 in the Mayors Book Club Challenge; and

**WHEREAS**, the money will be used to purchase library books for the school and the students will accept the donation during a celebration on Monday, May 14, 2012; and

**WHEREAS**, under the guidance and support of librarian Karen Frank, and Principal Joseph DePalma, each first grader was asked to read a total of eight books February thru May, during which time they were visited by Glassboro Mayor Leo McCabe who read to the students and monitored their progress, instilling in their young minds that the key to success is to read, read and read some more; and

**WHEREAS**, the Mayors Book Club is among a number of initiatives Glassboro Schools employs to improve student literacy, along with other efforts to enhance student performance centered on literacy and mathematics; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby recognize the first grade students at Bullock Elementary School for winning \$1000 in the Mayors Book Club Challenge.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14th day of May, 2012.

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder Liaison

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST:

\_\_\_\_\_  
Robert N. DiLella, Clerk

A-1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS  
OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS  
ENTITLED WILLIE CARROLL v. GLOUCESTER COUNTY, C.P. NO. 2006-9063  
AND DOMINICK CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *June 6, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of workers' compensation claims captioned Willie Carroll v. Gloucester County, C.P. No. 2006-9063 (reopener), and Dominick Cama v. Gloucester County, C.P. No. 2009-27511;
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, June 6, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**COUNTY OF GLOUCESTER, NEW JERSEY****RESOLUTION \_\_\_\_**

---

**RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$12,986,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2012; AND (ii) \$7,551,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2012; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS**

---

**BACKGROUND**

**WHEREAS**, pursuant to the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County"), has, pursuant to numerous bond ordinances, each duly and finally adopted by the Board and published in accordance with the requirements of Local Bond Law (collectively, the "Bond Ordinances"), authorized the issuance of general obligation bonds or bond anticipation notes of the County to finance the costs of the capital improvements and equipment set forth in and authorized by the Bond Ordinances, all as more particularly described in Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the County has not yet issued any of its bond or bond anticipation notes to finance the costs of the capital improvements and equipment authorized by the Bond Ordinances, as further described in Exhibit "A"; and

**WHEREAS**, it is the desire of the County to issue its general obligation bonds in the aggregate principal amount of up to \$12,986,000, the proceeds of which will be used to: (i) permanently finance the costs of the capital improvements and equipment for which obligations have been authorized, but not issued, all as described in Exhibit "A"; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2012 County Project"); and

**WHEREAS**, it is the desire of the County to issue its county college bonds in the aggregate

principal amount of up to \$7,551,000, as further described in Exhibit "A", the proceeds of which will be used to: (i) pay a portion of the costs of certain capital improvements, on behalf of the Gloucester County College, for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2012 County College Project").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:**

**Section 1.** Pursuant to the Local Bond Law and the Bond Ordinances, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, General Obligation Bonds, Series 2012", in an aggregate principal amount of up to \$12,986,000 for the 2012 County Project, is hereby authorized and approved ("2012 County Bonds").

**Section 2.** The 2012 County Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

| <u>Year</u> | <u>Principal Amount</u> | <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|-------------|-------------------------|
| 2013        | \$501,000               | 2021        | \$900,000               |
| 2014        | 735,000                 | 2022        | 900,000                 |
| 2015        | 750,000                 | 2023        | 1,000,000               |
| 2016        | 825,000                 | 2024        | 1,000,000               |
| 2017        | 825,000                 | 2025        | 1,000,000               |
| 2018        | 825,000                 | 2026        | 1,000,000               |
| 2019        | 825,000                 | 2027        | 1,000,000               |
| 2020        | 900,000                 |             |                         |

The term of the 2012 County Bonds is equal to or less than the average period of usefulness of the 2012 County Project being financed through the issuance of the 2012 County Bonds. Interest on the 2012 County Bonds shall be payable initially on March 1, 2013 and semi-annually thereafter on September 1 and March 1 in each year (each a "County Bond Interest Payment Date") until maturity or earlier redemption.

The County Treasurer is hereby authorized to revise the maturity schedule set forth above with respect to the 2012 County Bonds if, in the opinion of the professional advisors to the County, market conditions so warrant, all in accordance with the Local Bond Law. If the

maturity schedule set forth above is revised, the County Treasurer is hereby authorized to revise:

(i) the maturity dates for the payment of the principal of the 2012 County Bonds; and; (ii) the dates upon which the payment of interest on the 2012 County Bonds shall be made, all in accordance with the Local Bond Law.

**Section 3.** The 2012 County Bonds maturing on and after March 1, 2023 shall be subject to redemption prior to their stated maturity dates at the option of the County, upon notice as set forth below, as a whole or in part (and, if in part, such maturities as the County shall determine and within any such maturity by lot) on any date on and after March 1, 2022, at a redemption price equal to 100% of the principal amount of 2012 County Bonds to be redeemed, plus accrued interest to the redemption date.

If the maturity schedule for the 2012 County Bonds set forth in Section 2 hereof is revised, the County Treasurer is hereby authorized to revise the dates upon which the 2012 County Bonds shall be subject to redemption, all in accordance with the Local Bond Law.

**Section 4.** Notice of redemption shall be given by mailing first class mail in a sealed envelope with postage pre-paid not less than thirty (30) days nor more than sixty (60) days prior to the redemption date to the owner of every 2012 County Bond of which all or a portion is to be redeemed at his or her last address, if any, appearing on the registration books of the County. So long as the 2012 County Bonds are issued in book-entry-only form, all notices of redemption will be sent only to the Securities Depository (hereinafter defined) and not be sent to the beneficial owners of the 2012 County Bonds. Failure of an owner of the 2012 County Bonds to receive such notice or of the Securities Depository to advise any participant or any failure of a participant to notify any beneficial owner of the Bonds shall not affect the validity of any proceedings for the redemption of 2012 County Bonds. Such notice shall specify: (i) the series and maturity of the 2012 County Bonds to be redeemed; (ii) the redemption date and the place or places where amounts that are due and payable upon such redemption will be payable; (iii) if less than all of the 2012 County Bonds are to be redeemed, the letters and numbers or other distinguishing marks of the 2012 County Bonds to be redeemed; (iv) in the case of a 2012 County Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed; (v) that on the redemption date

there shall become due and payable with respect to each 2012 County Bond or portion thereof to be redeemed the redemption price; and (vi) that from and after the redemption date interest on such 2012 County Bonds or portion thereof to be redeemed shall cease to accrue and be payable.

**Section 5.** Pursuant to the Local Bond Law and the Bond Ordinances, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, County College Bonds, Series 2012", in an aggregate principal amount of up to \$7,551,000 for the 2012 County College Project, is hereby authorized and approved ("2012 County College Bonds" together with the 2012 County Bonds, the "Bonds").

**Section 6.** The 2012 County College Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

| <b><u>Year</u></b> | <b><u>Principal Amount</u></b> | <b><u>Year</u></b> | <b><u>Principal Amount</u></b> |
|--------------------|--------------------------------|--------------------|--------------------------------|
| 2013               | \$401,000                      | 2018               | \$800,000                      |
| 2014               | 765,000                        | 2019               | 800,000                        |
| 2015               | 785,000                        | 2020               | 800,000                        |
| 2016               | 800,000                        | 2021               | 800,000                        |
| 2017               | 800,000                        | 2022               | 800,000                        |

The term of the 2012 County College Bonds is equal to or less than the average period of usefulness of the 2012 County College Project being financed through the issuance of the 2012 County College Bonds. Interest on the 2012 County College Bonds shall be payable initially on March 1, 2013 and semi-annually thereafter on September 1 and March 1 in each year (each a "County College Bond Interest Payment Date" and, together with a "County Bond Interest Payment Date", an "Interest Payment Date") until maturity. The 2012 County College Bonds shall not be subject to redemption prior to their stated maturity dates.

The County Treasurer is hereby authorized to revise the maturity schedule set forth in this Section 6 with respect to the 2012 County College Bonds if, in the opinion of the professional advisors to the County, market conditions so warrant, all in accordance with the Local Bond Law. If the maturity schedule set forth in this Section 6 is revised, the County Treasurer is hereby authorized to revise: (i) the maturity dates for the payment of the principal of the 2012 County College Bonds; and; (ii) the dates upon which the payment of interest on the 2012 County College Bonds shall be made, all in accordance with the Local Bond Law.



**Section 7.** The Bonds will be issued in fully registered book-entry only form. One certificate shall be issued for the aggregate principal amount of each of the 2012 County Bonds and the 2012 County College Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the first (1st) day of the calendar month containing an Interest Payment Date (each a "Record Date"). The Bonds will be executed on behalf of the County by the manual or facsimile signatures of the Director of the Board and County Treasurer, attested by the Clerk of the Board or the County Administrator (such execution shall constitute conclusive approval by the County of the form of the Bonds), and shall bear the affixed, imprinted or reproduced seal of the County thereon.

**Section 8.** The County is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

**Section 9.** In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the County and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to registered bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in beneficial owner's name, will become the registered owner of the Registered Bonds. The County

shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

**Section 10.** The preparation of one or more preliminary official statements (each a "Preliminary Official Statement") relating to each series of the Bonds, and the distribution (by physical and/or electronic means) of said Preliminary Official Statement(s) to prospective purchasers of the Bonds and others having an interest therein, are hereby severally authorized and directed. The Director of the Board and the County Treasurer are each hereby authorized to deem such Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

**Section 11.** The County Treasurer is hereby authorized to engage the services of one or more qualified firms to provide printing, electronic and/or physical dissemination of the Preliminary Official Statement(s) and final Official Statement(s) (as defined below) ("Printer"), pursuant to the Local Bond Law and the regulations promulgated thereunder. The County Treasurer is hereby authorized to enter into one or more agreements for the services to be provided.

**Section 12.** Pursuant to *N.J.S.A. 40A:2-34*, the County Treasurer is hereby authorized and directed to sell and award each series of the Bonds at one or more public sales. Each public sale of the Bonds shall be in accordance with the provisions of *N.J.S.A. 40A:2-27*, 30 and 32, and the advertised terms of such public sale. If necessary or desirable, the County Treasurer is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the County Treasurer is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The County Treasurer is hereby authorized and directed to cause a summary notice of sale and a notice of sale for each series of the Bonds to be prepared and published in accordance with *N.J.S.A. 40A:2-30* and 31. At the next meeting of the Board after the sale and award of the Bonds, the County Treasurer shall report, in writing, to the Board the principal amount, the rate or rates of interest, the maturity dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser or

purchasers of the Bonds.

**Section 13.** The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the County in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP/PARITY auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

**Section 14.** The preparation of one or more final official statements (each an "Official Statement") with respect to each series of the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of each series of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the County will deliver sufficient copies of the Official Statement to the purchaser of each the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Director of the Board and County Treasurer are each hereby authorized to execute the Official Statement(s), and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the final Official Statement(s) by the Director of the Board or County Treasurer shall constitute conclusive evidence of approval by the County of the changes therein from the Preliminary Official Statement(s). The Director of the Board and County Treasurer are each hereby severally authorized to approve any amendments or supplements to the Official Statement(s).

**Section 15.** The Bonds shall be general obligations of the County. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof. The 2012 County College Bonds are also entitled to the benefits of the provisions of the County College Bond Act, P.L., 1971 c. 12, *N.J.S.A. 18A:64A-22.1 et seq.*

**Section 16.** In order to assist the underwriters of the Bonds in complying with the secondary market disclosure requirements of Rule 15c2-12, the Director of the Board and County Treasurer are each hereby severally authorized to execute on behalf of the County before the issuance of the Bonds one or more agreements providing for the preparation and filing of the

necessary reports in accordance with Rule 15c2-12. The County Treasurer is hereby authorized to engage the services of a qualified firm to serve as dissemination agent under said agreements.

**Section 17.** The County hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 18.** The County hereby covenants as follows: (i) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 19.** To the extent not otherwise exempt, the County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

**Section 20.** Application to Moody's Investors Service and/or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., for a rating and/or ratings on each series of the Bonds and the furnishing of certain information concerning the County and the Bonds for the purpose of qualifying the Bonds for municipal bond insurance, is hereby authorized, ratified, confirmed and approved.

**Section 21.** All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, County Administrator, other County officials or by the County's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed,

approved and adopted.

**Section 22.** The Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, and County Administrator are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinances, or by this or any subsequent resolution, and the signature of the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board or County Administrator of the Board on such documents or instruments shall be conclusive as to such determinations.

**Section 23.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 24.** This resolution shall take effect immediately upon adoption this 6th day of June, 2012.



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**Exhibit "A"****General Obligation Bonds, Series 2012**

| <b><u>Ordinance No.<br/>and Section</u></b> | <b><u>Purpose/Improvement</u></b>   | <b><u>Bonds to<br/>be Issued</u></b> |
|---|---|--------------------------------------|
| 43230-7A                                    | Reconstruction of and Renovations to Various Buildings at the Gloucester County College | \$3,000,000                          |
| 45213-7A                                    | Reconstruction of and Renovations to Various Buildings at the Gloucester County College | 3,500,000                            |
| 45660-7B                                    | Improvements to Various County Parks and Recreational Facilities                        | 25,000                               |
| 45660-7C                                    | Reconstruction of and Renovations to Various County Buildings                           | 593,000                              |
| 45660-7D                                    | Construction, Reconstruction and Repair of Various Roadways                             | 1,377,000                            |
| 45660-7E                                    | Reconstruction and Repair of Various Intersections                                      | 180,000                              |
| 45660-7G                                    | Acquisition of Computer and Phone Equipment for Various County Offices                  | 115,000                              |
| 45660-7H                                    | Acquisition of Various Communications Equipment   | 125,000                              |
| 45660-7I                                    | Acquisition of Emergency Medical Services Equipment                                     | 389,000                              |
| 45660-7J                                    | Acquisition of Various Pieces of Heavy Equipment  | 279,000                              |
| 46538-7B                                    | Reconstruction of and Renovations to Various County Buildings                           | 753,000                              |
| 46538-7C                                    | Construction, Reconstruction and Repair of Various Roadways                             | 1,349,000                            |
| 46538-7D                                    | Reconstruction and Repair of Various Intersections                                      | 95,000                               |
| 46538-7E                                    | Reconstruction and Repair of Various County Bridges and Dams                            | 142,000                              |
| 46538-7F                                    | Acquisition of Computer and Phone Equipment for Various County Offices                  | 159,000                              |
| 46538-7G                                    | Acquisition of Various Communications Equipment   | 95,000                               |
| 46538-7H                                    | Acquisition of Emergency Medical Services Equipment                                     | 199,000                              |
| 46538-7I                                    | Acquisition of Various Pieces of Heavy Equipment  | 611,000                              |
|   | <b>Total</b>  | <b>\$12,986,000</b>                  |

**County College Bonds, Series 2012**

| <b><u>Ordinance No.<br/>and Section</u></b> | <b><u>Purpose/Improvement</u></b>  | <b><u>Bonds to<br/>be Issued</u></b> |
|---|--|--------------------------------------|
| 46201-7A                                    | Acquisition of Superintendant of Schools Building  | \$2,100,000                          |
| 46201-7B                                    | Reconstruction of and Renovations to Various Buildings<br>at Gloucester County College   | 5,151,000                            |
| 46201-7C                                    | Acquisition of Various Pieces of Furniture and Fixtures<br>for Gloucester County College | 300,000                              |
|   | <b>Total</b>   | <b>\$7,551,000</b>                   |

A-2

| Ordinance Date                         | Ord #  | Purpose  | Debt              | Life/Yrs |
|--|--------|--|-------------------|----------|
| <b><u>General Obligation Bonds</u></b> |        |  |                   |          |
| 4/1/2009                               | 43230  | 7(a) GCC Building and Renovation                         | 3,000,000         | 25       |
| 12/15/2010                             | 45213  | 7(a)GCC Building and Renovation                          | 3,500,000         | 30       |
| 4/20/2011                              | 45660A | 7(b) Park Improvements                                   | 25,000            | 15       |
|  |        | 7(c) Renovate County Buildings                           | 593,000           | 15       |
|  |        | 7(d) County Road Program                                 | 1,377,000         | 10       |
|  |        | 7(e) County Intersection Program                         | 180,000           | 10       |
|  |        | 7(g) Acquisition of Computer and Phone Equipment         | 115,000           | 5        |
|  |        | 7(h) Acquisition of Communications Equipment             | 125,000           | 7        |
|  |        | 7(i) Acquisition of Emergency Medical Services Equipment | 389,000           | 5        |
|  |        | 7(j) Purchase of Heavy Equipment                         | 279,000           | 10       |
| 4/4/2012                               | 46538  | 7(b) Renovations to County Buildings                     | 753,000           | 15       |
|  |        | 7(c) County Road Program                                 | 1,349,000         | 10       |
|  |        | 7(d) County Intersection Program                         | 95,000            | 10       |
|  |        | 7(e) County Bridge and Dam Program                       | 142,000           | 20       |
|  |        | 7(f) Acquisition of Computer and Phone Equipment         | 159,000           | 5        |
|  |        | 7(g) Acquisition of Communications Equipment             | 95,000            | 5        |
|  |        | 7(h) Acquisition of Emergency Medical Services Equipment | 199,000           | 5        |
|  |        | 7(i) Purchase of Heavy Equipment                         | 611,000           | 10       |
|  |        |  | <b>12,986,000</b> |          |
| <b><u>Chapter 12 GCC Bonds</u></b>     |        |  |                   |          |
| 12/21/2011                             | 46201  | 7(B)GCC Building and renovations Chapter 12              | 5,151,800         | 10       |
|  |        | 7(A)Acquisition of Superintendent of Schools Bldg        | 2,100,000         | 40       |



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7(c) Auision of GCC Furniture and Fixtures

300,000

7,551,800

20,537,800

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A3

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET  
PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$139,470.00**, which item is now available as a revenue from the New Jersey Department of Transportation Hurffville Crosskeys Road Resurfacing from Rt. 47 to Greentree Road, to be appropriated under the caption of the *New Jersey Department of Transportation Hurffville Crosskeys Road Resurfacing from Rt. 47 to Greentree Road - Other Expenses*;
- (2) The sum of **\$24,200.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Cops In Shops, to be appropriated under the caption of the *New Jersey Department of Law and Public Safety Cops In Shops - Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 6, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A4

**RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT  
CONTRACT AND ALL OTHER DOCUMENTS WITH IKON OFFICE SOLUTIONS,  
INC. TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "RICOH USA,  
INC."**

**WHEREAS**, the County of Gloucester (hereinafter the "County") currently uses State Contract #A64039 with Ikon Office Solutions, Inc. (hereinafter "Ikon") for the leasing of copy machines for use by various County Departments within the County; and

**WHEREAS**, Ikon with offices at 640 Freedom Business Systems, King of Prussia, PA 19406, has changed its name because of sale, merger or otherwise to Ricoh USA, Inc. (hereinafter "Ricoh"); and

**WHEREAS**, for administrative purposes it is appropriate for the County to modify any and all County documents to accurately reflect this change of name; and

**WHEREAS**, all other terms and conditions of the State Contract #A64039 will remain the same, as well as existing account information.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, be and are hereby authorized to modify any and all documents executed with Ikon, changing the vendor's name on these documents to Ricoh.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, of the County of Gloucester held on Wednesday, June 6, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A-5

**RESOLUTION AUTHORIZING THE SALE OF FOUR (4) PROPERTIES CURRENTLY OWNED BY THE COUNTY OF GLOUCESTER NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AND KNOWN AS FOLLOWS: TAX BLOCK 62, LOT 16.01 IN THE CITY OF WOODBURY; TAX BLOCK 58, LOT 8 IN THE CITY OF WOODBURY; TAX BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY; AND TAX BLOCK 16, LOT 5.01 IN THE TOWNSHIP OF WASHINGTON**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq; and

**WHEREAS**, the County is the owner of the following properties: Tax Block 62, Lot 16.01 in the City of Woodbury; Tax Block 58, Lot 8 in the City of Woodbury; Tax Block 78, Lot 5.01 in the City of Woodbury; and, Tax Block 16, Lot 5.01 in the Township of Washington (hereinafter collectively referred to as the "Properties"); and

**WHEREAS**, the Properties are not needed by the County for any public purpose or use; and

**WHEREAS**, the County desires to sell the Properties not needed for any public purpose or use consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.; and

**WHEREAS**, it is appropriate for the County to expose the Properties to public sale by auction consistent with the terms and provisions of the Local Lands and Building Law in order to sell the Properties; and

**WHEREAS**, the County has determined that given current economic conditions it is in the best interest of the County to conduct the public auction of and for the Properties with no minimum bid threshold, while reserving the County's right to reject all bids received; and

**WHEREAS**, it is in the best interest of the County that a public auction be held for the Properties.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Chosen Freeholders of the County of Gloucester (hereinafter the "Board"), as follows:

1. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Properties, which are no longer needed by the County for any public purpose or use, be, and the same hereby are, authorized to be sold to the highest bidder at an open public auction with no minimum bid being required.
2. The public auction of the Properties shall be held by the County's Purchasing Agent at the Offices of the County's Purchasing Agent located , 2 South Board Street, Woodbury, New Jersey 08096 in the County Main Conference Room (2<sup>nd</sup> floor), on a date to be determined by the County's Purchasing Agent, and publicly advertised by the Board Clerk. Once all written bids for the Properties are received and opened, all bidding shall begin and close with the highest bid received for each of the Properties. All bids shall be in writing at the time set for receiving bids. Bids may be accepted prior to the date, time and place established for the receipt of same. However, no bids shall be accepted after the date, time and place established for receipt of bids, per this Resolution. All bids will be reported by the County's Purchasing Agent to the Board no later than the second regular meeting of the Board after the auction, whereupon the Board may reject the highest bids if determined to be inadequate.
3. The County is offering the Properties for sale in their present condition. The Properties are being sold "as is", and without any representation or warranty, either expressed or implied, as to their present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.
4. The sale of the Properties shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants,

leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations affecting the Properties, including but not limited to their use and occupation.

5. The County reserves the following rights with regard to the sale of the Properties: (a) to adjourn the sale at the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all bids received; and, (c) that any sale is subject to authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the auction.
6. Prospective bidders should examine the Properties prior to bidding. Prospective bidders will be given an opportunity to inspect the Properties prior to the auction to ascertain the condition of the Properties. The County believes title to the Properties are insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Properties as of the date of the auction may disclose. In the event the County cannot convey insurable title to any one (1) of the Properties, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the Purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
7. Prospective bidders are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Properties are located regarding existing water and sewer facilities.
8. Notice is hereby given that the County has retained the services of NAI Mertz, a real estate company, to perform realtor services for the County, including, but not limited to, assisting the County with the auction and sale of the Properties. Notice is further given that the County intends to pay a commission to NAI Mertz in accordance with the terms and provisions of N.J.S.A. 40A:12-13 of the Local Lands and Building Law, and further in accordance with NAI Mertz's contract with the County dated December 29, 2011.
9. The highest bidder for each of the Properties shall be required to deposit with the County after the conclusion of the bidding ten percent (10%) of the bid price by cash, certified or cashier check, which deposit shall be held in escrow by NAI Mertz for the County. If the Board rejects the bid, and denies authorization for the sale of a specific property, then the County shall refund the bidder his entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the bid, and authorizes the sale, then the bidder's deposit shall be credited against the purchase price in the Contract of Sale.
10. The balance of the purchase price shall be paid by certified or cashier's check to the County after closing upon delivery of the deed. This closing shall take place within forty five (45) days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.
11. Prospective bidders are put on notice that if the Board accepts its bid for a property, and authorizes the sale of same, that the purchaser shall be required to pay in addition to the purchase price for the property at closing a "Buyers Premium", which shall be paid to the County's Realtor, NAI Mertz, as reimbursement for marketing expenses allocated to the particular property being sold that were actually incurred by NAI Mertz. This "Buyers Premium" shall be paid in addition to the purchase price, and shall be paid by the purchaser at closing. The "Buyers Premium" for each of the Properties will be announced by the County prior to the opening of bids, and bidding, for each of the Properties.

12. The County makes no representations or warranties as it relates to the zoning or permitted uses of any of the Properties.
13. Title shall be transferred by a Bargain and Sale Deed, and the Properties shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
14. As required pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Board Clerk shall publish a notice to bidders and copy of this Resolution authorizing sale of the Properties to the highest bidder in the *Gloucester County Times* by two (2) insertions at least once a week over a period of two (2) consecutive weeks, the last publication to be made no earlier than seven (7) days prior to the sale.
15. The County Administrator, County Counsel, County Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Properties for sale, and to conduct an auction to accomplish the sale, all in accordance with the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
16. No employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval by resolution of the Board.
17. The Board's Director and Clerk shall execute a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the bid and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.
18. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.
19. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby be repealed to the extent of any such inconsistency.

**ADOPTED** a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on June 6, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

ALP

**RESOLUTION APPOINTING INGRES SIMPSON TO  
THE HOUSING AUTHORITY OF THE  
COUNTY OF GLOUCESTER**

**WHEREAS**, there will exist a vacancy on the Housing Authority of the County of Gloucester; and

**WHEREAS**, it is in the best interests of the County of Gloucester to reappoint **Ingres Simpson** to a five-year term expiring on April 21, 2017;

**NOW, THEREFORE, BE IT RESOLVED** that **Ingres Simpson** be reappointed to the Gloucester County Housing Authority.

**BE IT FURTHER RESOLVED** that said appointment(s) is subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 6<sup>th</sup>, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DiLELLA,  
CLERK OF THE BOARD**

ALE

**Ingres H. Simpson**

**Education**

**Rowan University** **Glassboro, NJ**  
Supervisor's Certificate  
New Jersey State Teacher Certification, K-8

**Temple University** **Philadelphia, PA**  
Post Graduate Study in Music Education

**Glassboro State College** **Glassboro, NJ**  
New Jersey State Teacher Certification, Music

**University of Cincinnati College-Conservatory of Music** **Cincinnati, OH**  
Master of Music, History

**Virginia State College** **Petersburg, VA**  
Bachelor of Music, Voice

**Tyrrell High School** **Columbia, NC**  
Valedictorian

**Professional Experience**

**2002-2011** **Clayton Public Schools** **Clayton, NJ**  
*Instructional Supervisor, Pre-Kindergarten-Sixth Grade*

Duties include, but were not limited to the observation and evaluation of pre-kindergarten-sixth grade certified staff members, chairing the professional development committee, facilitating curriculum writing and revisions to align to the NJ Core Curriculum Content Standards, and working with teachers to provide horizontal and vertical articulation of instructional programs across and among grade levels. I was also the district *Affirmative Action Officer*.

**1985-2002** **Herma S. Simmons Elementary School** **Clayton, NJ**  
*General Vocal Music Teacher*

I introduced pre-kindergarten-fourth grade students to the primary elements of music through classroom performance activities, also initiated the kindergarten-fourth grade Winter Holiday Program and Spring Concerts. Designed and implemented the third grade Recorder Program and conducted the third-fourth grade elementary choir and third grade Recorder Ensemble.

**1988-1999** **Gloucester County College** **Sewell, NJ**  
*Adjunct Instructor, Music Appreciation*

Taught Music Appreciation 101 – Survey of Music History from the Middle Ages to the 20<sup>th</sup> Century. Instruction included key composers, music developments, stylistic characteristics and recognition of representative compositions from the repertoire of classical music.

**1987-1988** **Glassboro State College** **Glassboro, NJ**  
*Adjunct Professor, Music Education*

As a one year replacement for a professor on leave, I taught Elementary General Music Methods and Supervised Student Teachers. Provided teaching strategies for curriculum development, lesson planning, selection and appropriateness of materials, teaching/learning styles, assessment of student progress and classroom management.



*Ingres H. Simpson, Continued*

**1980-1987**

**Friends School**  
*General Vocal Music Teacher*

**Mullica Hill, NJ**

I worked as a part-time General Elementary Music teacher, kindergarten – sixth Grade. I taught vocal music and elements of music through a variety of classroom activities.

#### **Civic Affiliations**

**1999-Present**

**Glassboro Borough Council**  
*Councilwoman*

**Glassboro, NJ**

I chair the Public Property & Ordinance Committee and sit on committees for Health, Welfare & Recreation, and Water & Sewer. A member of the Board of Health, I am Council representative to the Library Advisory Board.

**1999-Present**

**Cultural & Heritage Commission**  
*Commissioner*

**Gloucester County**

The Gloucester County Cultural & Heritage Commission is an advocate and resource for providing cultural and arts education, support for community based cultural and artistic organizations and promoting the values and benefits derived from cultural and artistic experiences. The Commission provides public access, educates and exposes all segments of the population to the arts and fosters growth and enhancement of local arts programming.

**2004-Present**

**Housing Authority of Gloucester County**  
*Commissioner*

**Gloucester County**

The overarching goal of HAGC is to provide excellent affordable housing and support services for citizens who need assistance. The commissioners approve the operating budget and provide oversight of programs.

**2008-Present**

**Glassboro Housing Authority**  
*Commissioner*

The Glassboro Housing Authority commissioners provide oversight of services at the local level.

#### **Church & Community**

**1979-Present**

**Glassboro United Methodist Church**  
*Member*  
*Choir Member*

**Glassboro, NJ**

**1987-Present**

**Bethel AME Methodist Church**  
*Organist, Choir Director*

**Woodbury, NJ**

A7

**RESOLUTION APPOINTING CODY D. MILLER TO THE  
GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES**

**WHEREAS**, there currently exists a GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, a vacancy presently exists; and

**WHEREAS**, the Board of Chosen Freeholders desires to fill said vacancy, based upon the recommendation of the College Board of Trustees Search Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That **Cody D. Miller** is hereby appointed to the Gloucester County College Board of Trustees for the remainder of a four-year term which shall commence immediately and shall terminate on November 1, 2015.
2. That said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 6, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

# Cody D. Miller

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**Objective** I wish to work and serve in government, while giving a voice to the people of Gloucester County.

**Education** 2011-Present Rutgers University Camden, NJ

Political Science BA

2009-2011 Gloucester County College Sewell, NJ

## History/Political Science AAS

- President of Gloucester County College's Student Government
- President of GCC's Student Advisory Council On Volunteerism
- Vice President Of Scholarship- Phi Theta Kappa
- Student Representative on the Board of Trustees
- Selected to attend President Obama's Regional Summit on Community Colleges-Hosted by Mayor Michael Nutter

2005-2009 Williamstown High School Williamstown, NJ

## High School Diploma

- School board Honors
- Ranked #1 tenor in South Jersey
- Member of the National Honor Society
- Other various awards/recognition, given upon request.

**Professional Experience** October 2011- Present Volunteer Center of Gloucester County Sewell, NJ

## Volunteer Coordinator/ Community Liaison

- Manage all volunteer assistance programs for external constituents
- Serve as a primary liaison with the business community to provide volunteer/community service projects to local corporations
- Manage the planning, implementation and evaluation of program activities, as defined by the approved Pascal Sykes grant proposals
- Help implement Heart of Gloucester County, a collaborative group of local non-profits working together as a team, to provide services that encourage and strengthen two adult caregiver families in Gloucester County, and to help struggling families on the path to self-sufficiency

March 2011- Present Monroe Twp. Municipal Alliance Commission  
Williamstown, NJ

**Municipal Alliance Chairman**

- Work with the County and Township to coordinate township wide anti-drug and anti-alcohol efforts.
- Allocate funding to schools to implement anti-drug and anti-alcohol programs

February 2011-Present Parks and Recreation Commission  
Williamstown, NJ

**Board Member**

- Advise Township Council on matters related to Township programs and facilities dedicated to recreation
- Long range planning and regional coordination concerning park and recreational facilities
- Adequacy, operation and staffing of recreational programs and facilities

February 2010- January 2012 Volunteer Center of Gloucester County  
Sewell, NJ

**Member, Board of Directors**

- Served non-profit organizations to help implement successful volunteer management programs
- Increased volunteerism in Gloucester County
- Adequacy, operation and staffing of the Volunteer Center and its programs

October 2009- January 2010 Congressman Robert Andrews Office  
Haddon Heights, NJ

**Intern**

- Assisted constituent advocacy staff with casework and related tasks
- Assisted outreach staff with research and event planning
- Helped constituents receive assistance through governmental programs

**References**

Carol and James Miller  
William Arthur Milliken  
Elaine Scarpinato

B1

**RESOLUTION AUTHORIZING A CONTRACT WITH NORTH  
EASTERN HARDWOOD FLOORS, INC., TO SUPPLY AND INSTALL  
VINYL COMPOSITION TILE AND COVE BASE WITHIN A TWO YEAR  
TERM FOR A MAXIMUM CONTRACT AMOUNT OF \$40,000.00**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the supplying and installation of VCT (vinyl composition tile) and cove base manufactured by Mannington, Armstrong or equal quality through the Gloucester County Department of Buildings and Grounds per specifications in PD-012-008; and

**WHEREAS**, bids were publicly received and opened on April 10, 2012; and

**WHEREAS**, it was determined that North Eastern Hardwood Floors, Inc., with offices at 447 Commerce Lane Suite A, West Berlin, NJ 08091 was the lowest responsive and responsible bidder to perform said services, for a minimum contract amount of zero and a maximum amount of \$40,000.00 for the term of two years from the date of the award of the contract with the option to extend for one (1) two year term or (2) one year terms as described in the bid specifications PD 012-008; and

**WHEREAS**, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to North Eastern Hardwood Floors, Inc., for the hereinabove referenced services for a minimum contract amount of zero and a maximum amount of \$40,000.00 and, that the Freeholder Director and Clerk of the Board be and hereby authorized to execute said contract for the purposes set forth herein above; and

**BE IT FURTHER RESOLVED**, that before any purchase be made pursuant to the aforesaid contract, a certification shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 6, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B1

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
NORTH EASTERN HARDWOOD FLOORS, INC.**

**THIS CONTRACT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **NORTH EASTERN HARDWOOD FLOORS, INC.**, with offices at 447 Commerce Lane Suite A, West Berlin, NJ 08091, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supplying and installation of VCT (vinyl composition tile) and cove base through the Gloucester County Department of Buildings and Grounds, as set forth in PD-012-008; and

**WHEREAS**, Contractor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERMS.** This Contract shall be effective for the period of two years from the date of the award with the County having the exclusive option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-008, with a minimum contract amount of zero and maximum contract amount of \$40,000.00, for supply and installation of VCT (vinyl composition tile) and cove base manufactured by Mannington, Armstrong or equal quality consistent with Contractor's Bid.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set

forth in the specifications identified as PD-012-008, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

**A.** Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

**B.** The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

**C.** The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**D.** The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

**E.** The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in

accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

**F.** The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

**G.** The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

**H.** The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

**I.** The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

**K.** In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result



in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-008, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-008, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**NORTH EASTERN HARDWOOD FLOORS,  
INC.**

\_\_\_\_\_

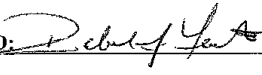
**BY:** \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

B1

|  |  |  |   |
|--|--|--|---|
| PD 012-008<br>Bid Opening 4/10/2012 10:00am  |  |  |   |
| SPECIFICATIONS AND PROPOSAL FOR SUPPLYING AND INSTALLATION OF VCT (VINYL COMPOSITION TILE) AND COVE BASE MANUFACTURED BY MANNINGTON, ARMSTRONG OR EQUAL, THROUGH THE GLOUCESTER COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS |  |  |   |
|  | VENDOR:<br>Commercial Interiors Direct<br>1 South Corporate Dr.<br>Riverdale, NJ 07457<br>Steven Muller Pres.<br>973 839-8394<br>973 839-8376 Fax      | VENDOR:<br>North Eastern Hardwood Floors Inc.<br>447 Commerce Lane Suite A<br>West Berlin, NJ 08091<br>Robert Fenton Pres.<br>856 809-0700<br>856 809-0606 Fax | VENDOR:<br>Tilmar Design Inc.<br>1708 South 25th st.<br>Philadelphia PA 19175<br>Gary Lupo VP<br>215 339-8453<br>215 339-5330 Fax |
| ITEM   | DESCRIPTION  |  |   |
| 1  | Hourly Rate - Straight Time  | \$118.25 per hour  | \$101.00 per hour   |
| 2  | Hourly Rate - After 4PM and Saturdays  | \$157.25 per hour  | \$15.00 per hour  |
| 3  | Material Cost for Tile as Specified  | \$1.07 per sq ft   | \$1.55 sq ft  |
| 4  | Material Cost for Cove Base  | \$ .95 per liner ft  | \$1.50 liner ft   |
|  | DELIVERY ARO   |  |   |
|  | Variations: (if any)   | NONE   | Excludes Underlayments  |
|  | 1. Disposal of existing carpet or tile (non asbestos) is not a labor cost and will be provided at a rate of \$.20 per sqft per layer                   |  |   |
|  | 2. equip. rental: carpet removal machine charge \$200 per hr. Will remove approx. 100 sq yds per hr.   |  | Bid is being rejected for being non-responsive. No apprenticeship information.  |
|  | Will you extend your prices to local government entities within the County   | YES  | NO ANSWER   |
|  | Bid specifications sent to:  | ISqft<br>Reed Construction Journal<br>Gil General Contractors<br>Innovative Designs Homes  | Mid Atlantic BX<br>Not Just Floors<br>USA General Contractors   |
|  | THIS IS A (2) TWO YEAR CONTRACT WITH ONE (1) TWO YEAR EXTENSION OR TWO (2) ONE YEAR EXTENSIONS.  |  |   |
|  | Based upon the bids received, I recommend the contract be awarded to North Eastern Hardwood Floors, Inc. as the lowest responsive, responsible bidder. |  |   |
|  |  | Sincerely,   |   |
|  |  | Peter M. Mercanti  |   |
|  |  | Purchasing Agent   |   |

**SIGNATURE PAGE**

SIGNED: 

NAME: Robert A. Fenton  
(PRINTED OR TYPED)

TITLE: President

DATE: April 14, 2012

COMPANY: North Eastern Hardwood Floors, Inc

ADDRESS: 447 Cammerette Lane, Suite A

West Berlin, NJ 08091

TELE#: 856-809-0100

FAX#: 856-809-0006

**NOTICE TO ALL BIDDERS**

TO : BOARD OF CHOSEN FREEHOLDERS  
OF GLOUCESTER COUNTY

Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project, for which bids were advertised to be opened and read in public local time, at the Office of the Purchasing Agent, 2 South Broad St. County Administration Building, 2<sup>nd</sup> Floor, Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

|                                       |                            |
|---------------------------------------|----------------------------|
| HOURLY RATE - STRAIGHT TIME:          | PER HOUR \$ <u>90.21</u>   |
| HOURLY RATE - AFTER 4PM AND SATURDAYS | PER HOUR \$ <u>129.75</u>  |
| MATERIAL COST FOR TILE AS SPECIFIED   | SQ. FT \$ <u>1.595F</u>    |
| MATERIAL COST FOR COVE BASE           | LINER FT. \$ <u>1.19LF</u> |
| MANUFACTURER: <u>Mannington</u>       |                            |

Do you have any exceptions to these specifications?

yes \_\_\_\_\_ no ✓

VARIATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B2

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT  
WITH HABITAT FOR HUMANITY FOR A NEW CONSTRUCTION PROJECT IN  
FRANKLINVILLE, NEW JERSEY FROM MAY 16, 2012 TO MAY 15, 2013**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on May 4, 2011, authorizing the execution of a contract between the County of Gloucester and Habitat for Humanity for the Franklinville Project, with offices at 305 South Broadway, Pitman New Jersey; and

**WHEREAS**, there is a need to extend the contract term for one (1) year with no additional funding; and

**WHEREAS**, this extension is necessary due to a zoning delay in obtaining a variance; and

**WHEREAS**, all terms and provisions of the previously executed Contract will remain in place, with the exception of the extension of the contract term.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute an amendment to the contract between the County of Gloucester and Habitat for Humanity for the Franklinville project to extend the contract term for one (1) year, with no additional funding.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, June 6, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**



BD

**AMENDMENT TO CONTRACT  
BETWEEN  
HABITAT FOR HUMANITY  
AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 4th day of May, 2011, by and between **Habitat for Humanity** with offices at 305 South Broadway, Pitman New Jersey, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

**The Contract is amended to extend the term for a period of One (1) Year from May 16, 2012 through May 15, 2013 with No additional funding.**

**The Original contract was for the new construction of a single family, two-story, four-bedroom home on two lots in Franklinville, NJ. The extension is requested due to a delay in variance in zoning.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 16th day of May, 2012.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**HABITAT FOR HUMANITY**

\_\_\_\_\_  
By:  
Title:

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH R.E.  
PIERSON CONSTRUCTION CO., INC. IN THE AMOUNT OF \$17,173.83 IN REGARD  
TO ENGINEERING PROJECT #07-07**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the proposed improvements to intersection Route US 322 (CR 536) and Tomlin Station Road (CR 607), Gloucester County, Engineering Project #07-07 (hereinafter "Project"); and

**WHEREAS**, a contract for the Project was awarded previously by the County to R.E. Pierson Construction Co., Inc., (hereinafter "Pierson"), with an office address of P.O. Box 430, Woodstown, NJ 08098-0430, for and in the amount of \$1,139,889.00 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the contract with R. E. Pierson Construction Company, Inc. by \$17,173.83, resulting in a new total contract amount of \$1,157,062.83; and

**WHEREAS**, the Change Order is necessitated by increases and decreases to Contract items to reflect as-built conditions; and also, supplemental items including police traffic directors, relocation of underground electric service at animal hospital, and a battery back-up for traffic signal; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for the said Change Order in the amount of \$17,173.83 pursuant to C.A.F. #12-04092, which amount shall be charged against budget line item C-04-09-013-165-13222.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The hereinabove referenced Change Order Increase #01 to increase the County's Contract with Pierson for the Project in the amount of \$17,173.83, resulting in a new total adjusted contract amount of \$1,157,062.83, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 1 regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 6, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

## NEW JERSEY DEPARTMENT OF TRANSPORTATION

## LOCAL AID PROJECT

## CHANGE ORDER NUMBER 1 Final

## STATE AID PROJECT

|              |   |
|--------------|---|
| PROJECT      | Improvement to Intersection Route 322(CR536) & Tomlin Station Road (CR 607) |
| MUNICIPALITY | Township of Harrison  |
| COUNTY       | Gloucester  |
| CONTRACTOR   | R. E. Pierson Construction Inc.   |

In accordance with the project Supplementary Specification the following are changes in the contract.  
The increases, reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

| Item No.         | Description                                  | Quantity (+/-) | Unit Prices | Amount      |
|------------------|--|----------------|-------------|-------------|
| <b>Increases</b> |  |                |             |             |
| 23               | Dense-Graded Aggregate Base Course, 6" Thick | 351            | \$7.50      | \$2,632.50  |
| 30               | Hot Mix Asphalt 19 M 64 Base Course          | 181            | \$60.00     | \$10,860.00 |
| 40               | Inlet, Type B                                | 1              | \$2,500.00  | \$2,500.00  |
| 47               | Reno Mattress                                | 162            | \$7.00      | \$1,134.00  |
| 50               | Hot Mix Asphalt Driveway, 6" Thick           | 346            | \$30.00     | \$10,380.00 |
| 52               | 9" x 16" Concrete Vertical Curb              | 366            | \$16.50     | \$6,039.00  |
| 58               | Traffic Stripes, Long Life Epoxy Resin 4"    | 2,769          | \$0.30      | \$830.70    |
| 62               | RPM, Mono-Directional, Amber Lens            | 5              | \$27.00     | \$135.00    |
| 67               | 2" Rigid Metallic Conduit                    | 47             | \$28.00     | \$1,316.00  |
| 68               | 3" Rigid Metallic Conduit                    | 76             | \$43.00     | \$3,288.00  |
| 75               | Service Wire, No. 6 Awg                      | 11             | \$2.60      | \$28.60     |
| 79               | Traffic Signal Cable, 5 Conductor            | 210            | \$2.30      | \$483.00    |
| 88               | Topsoiling, 4" Thick                         | 293            | \$1.45      | \$424.85    |
| 89               | Fertilizing and Seeding, Type A-3            | 293            | \$0.35      | \$102.55    |
| 91               | Straw Mulching                               | 293            | \$0.30      | \$87.90     |
| Total Increases  |  |                |             | \$40,222.10 |

|                      |  |       |             |             |
|----------------------|--|-------|-------------|-------------|
| <b>Supplementals</b> |  |       |             |             |
| 92S                  | Police, Traffic Directors                        | 582.5 | \$60.00     | \$34,950.00 |
| 93S                  | Electric Service Relocation at Veterinary Clinic | 1     | \$11,211.78 | \$11,211.78 |
| 94S                  | Battery Back Up, Cleary UPS Model SP 1000        | 1     | \$12,045.00 | \$12,045.00 |
| Total Supplementals  |  |       |             | \$58,206.78 |

|                   |   |        |            |             |
|-------------------|---|--------|------------|-------------|
| <b>Reductions</b> |   |        |            |             |
| 3                 | Silt Fence                                  | 1,168  | \$1.50     | \$1,752.00  |
| 6                 | Heavy Duty Silt Fence, Black                | 93     | \$6.00     | \$558.00    |
| 10                | Construction Signs                          | 93     | \$9.50     | \$883.50    |
| 11                | Construction Identification Sign, 4' x 8'   | 2      | \$720.00   | \$1,440.00  |
| 12                | 72" x 48" Public Works Project Sign         | 2      | \$980.00   | \$1,960.00  |
| 14                | Temporary Stripes, 4"                       | 14,637 | \$0.30     | \$4,391.10  |
| 20                | Excavation, Test Pit                        | 100    | \$1.00     | \$100.00    |
| 25                | HMA Milling, 3" or Less                     | 1,182  | \$3.00     | \$3,546.00  |
| 26                | Tack Coat                                   | 3,675  | \$0.01     | \$36.75     |
| 27                | Prime Coat                                  | 2,210  | \$0.01     | \$22.10     |
| 28                | Hot Mix Asphalt 12.5 H 76 Surface Course    | 425    | \$60.00    | \$25,500.00 |
| 29                | Hot Mix Asphalt 19 M 64 Intermediate Course | 578    | \$55.00    | \$31,790.00 |
| 33                | 18" Reinforced Concrete Pipe                | 11     | \$70.00    | \$770.00    |
| 35                | 36" Reinforced Concrete Pipe                | 2      | \$110.00   | \$220.00    |
| 42                | Inlet, Type E                               | 1      | \$2,500.00 | \$2,500.00  |
| 49                | Concrete Sidewalk, 4" Thick                 | 49     | \$45.00    | \$2,205.00  |
| 51                | Detectable Warning Surface                  | 20     | \$0.01     | \$0.20      |
| 59                | Traffic Stripes, Long Life, Epoxy Resin 8"  | 25     | \$0.50     | \$12.50     |
| 60                | Traffic Markings, Thermoplastic             | 85     | \$2.80     | \$238.00    |
| 61                | RPM, Mono-Directional, White Lens           | 2      | \$27.00    | \$54.00     |
| 63                | RPM, Bi-Directional, Amber Lens             | 2      | \$27.00    | \$54.00     |
| 64                | Removal of Traffic Stripes                  | 5,267  | \$0.40     | \$2,106.80  |
| 69                | 4" Rigid Metallic Conduit                   | 10     | \$15.00    | \$150.00    |
| 74                | Ground Wire, No. 8 Awg                      | 99     | \$1.10     | \$108.90    |
| 80                | Traffic Signal Cable, 10 Conductor          | 114    | \$3.35     | \$381.90    |
| 90                | Topsoil Stabilization, Type 1 Mat           | 153    | \$3.10     | \$474.30    |
| Total Decreases   |   |        |            | \$81,255.05 |

Amount of Original Contract  
Amount of Original Contract + CO No 1  
% Change in Contract

\$1,139,889.00  
\$1,157,062.83  
1.5066% Increase

Increases \$40,222.10  
Supplementals \$58,206.78  
Reductions \$81,255.05  
Total Change \$17,173.83

*Vincent M. Voltaggio* 5-8-12  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

Approved: \_\_\_\_\_  
(District Engineer) Date  
(Local Highway Design)

Robert M. Damming Date  
Freeholder Director  
*Robert M. Damming* 4/18/12  
(Contractor) Date

## NEW JERSEY DEPARTMENT OF TRANSPORTATION

## LOCAL AID PROJECT

CHANGE ORDER NUMBER 1 Final

## STATE AID PROJECT

|              |   |
|--------------|---|
| PROJECT      | Improvement to Intersection Route 322(CR536) & Tomlin Station Road (CR 607) |
| MUNICIPALITY | Township of Harrison  |
| COUNTY       | Gloucester  |
| CONTRACTOR   | R. E. Pierson Construction Inc.   |

In accordance with the project Supplementary Specification the following are changes in the contract.  
The increases, reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

| Item No.         | Description                                  | Quantity (+/-) | Unit Prices | Amount      |
|------------------|--|----------------|-------------|-------------|
| <b>Increases</b> |  |                |             |             |
| 23               | Dense-Graded Aggregate Base Course, 6" Thick | 351            | \$7.50      | \$2,632.50  |
| 30               | Hot Mix Asphalt 19 M 64 Base Course          | 181            | \$60.00     | \$10,860.00 |
| 40               | Inlet, Type B                                | 1              | \$2,500.00  | \$2,500.00  |
| 47               | Reno Mattress                                | 182            | \$7.00      | \$1,274.00  |
| 50               | Hot Mix Asphalt Driveway, 6" Thick           | 346            | \$30.00     | \$10,380.00 |
| 52               | 9" x 16" Concrete Vertical Curb              | 386            | \$16.50     | \$6,390.00  |
| 58               | Traffic Stripes, Long Life Epoxy Resin 4"    | 2,769          | \$0.30      | \$830.70    |
| 62               | RPM, Mono-Directional, Amber Lens            | 5              | \$27.00     | \$135.00    |
| 67               | 2" Rigid Metallic Conduit                    | 47             | \$28.00     | \$1,316.00  |
| 68               | 3" Rigid Metallic Conduit                    | 76             | \$43.00     | \$3,268.00  |
| 75               | Service Wire, No. 8 Awg                      | 11             | \$2.60      | \$28.60     |
| 79               | Traffic Signal Cable, 5 Conductor            | 210            | \$2.30      | \$483.00    |
| 88               | Topsoiling, 4" Thick                         | 293            | \$1.45      | \$424.85    |
| 89               | Fertilizing and Seeding, Type A-3            | 293            | \$0.35      | \$102.55    |
| 91               | Straw Mulching                               | 293            | \$0.30      | \$87.90     |
| Total Increases  |  |                |             | \$40,222.10 |

|                      |  |       |             |             |
|----------------------|--|-------|-------------|-------------|
| <b>Supplementals</b> |  |       |             |             |
| 92S                  | Police, Traffic Directors                        | 582.5 | \$60.00     | \$34,950.00 |
| 93S                  | Electric Service Relocation at Veterinary Clinic | 1     | \$11,211.78 | \$11,211.78 |
| 94S                  | Battery Back Up, Cleary UPS Model SP 1000        | 1     | \$12,045.00 | \$12,045.00 |
| Total Supplementals  |  |       |             | \$58,206.78 |

|                   |   |        |            |             |
|-------------------|---|--------|------------|-------------|
| <b>Reductions</b> |   |        |            |             |
| 3                 | Silt Fence                                  | 1,168  | \$1.50     | \$1,752.00  |
| 6                 | Heavy Duty Silt Fence, Black                | 93     | \$6.00     | \$558.00    |
| 10                | Construction Signs                          | 93     | \$9.50     | \$883.50    |
| 11                | Construction Identification Sign, 4' x 8'   | 2      | \$720.00   | \$1,440.00  |
| 12                | 72" x 48" Public Works Project Sign         | 2      | \$980.00   | \$1,960.00  |
| 14                | Temporary Stripes, 4"                       | 14,637 | \$0.30     | \$4,391.10  |
| 20                | Excavation, Test Pit                        | 100    | \$1.00     | \$100.00    |
| 25                | HMA Milling, 3" or Less                     | 1,182  | \$3.00     | \$3,546.00  |
| 26                | Tack Coat                                   | 3,675  | \$0.01     | \$36.75     |
| 27                | Prime Coat                                  | 2,210  | \$0.01     | \$22.10     |
| 28                | Hot Mix Asphalt 12.5 H 76 Surface Course    | 425    | \$60.00    | \$25,500.00 |
| 29                | Hot Mix Asphalt 19 M 64 Intermediate Course | 578    | \$55.00    | \$31,790.00 |
| 33                | 18" Reinforced Concrete Pipe                | 11     | \$70.00    | \$770.00    |
| 36                | 36" Reinforced Concrete Pipe                | 2      | \$110.00   | \$220.00    |
| 42                | Inlet, Type E                               | 1      | \$2,500.00 | \$2,500.00  |
| 49                | Concrete Sidewalk, 4" Thick                 | 49     | \$45.00    | \$2,205.00  |
| 51                | Detectable Warning Surface                  | 20     | \$0.01     | \$0.20      |
| 59                | Traffic Stripes, Long Life, Epoxy Resin 8"  | 25     | \$0.50     | \$12.50     |
| 60                | Traffic Markings, Thermoplastic             | 85     | \$2.80     | \$238.00    |
| 61                | RPM, Mono-Directional, White Lens           | 2      | \$27.00    | \$54.00     |
| 63                | RPM, Bi-Directional, Amber Lens             | 2      | \$27.00    | \$54.00     |
| 84                | Removal of Traffic Stripes                  | 5,267  | \$0.40     | \$2,106.80  |
| 89                | 4" Rigid Metallic Conduit                   | 10     | \$15.00    | \$150.00    |
| 74                | Ground Wire, No. 8 Awg                      | 99     | \$1.10     | \$108.90    |
| 80                | Traffic Signal Cable, 10 Conductor          | 114    | \$3.35     | \$381.90    |
| 90                | Topsoil Stabilization, Type 1 Mat           | 153    | \$3.10     | \$474.30    |
| Total Decreases   |   |        |            | \$81,255.05 |

Amount of Original Contract  
Amount of Original Contract + CO No 1  
% Change in Contract

\$1,139,889.00  
\$1,157,082.83  
1.5066% Increase

Increases \$40,222.10  
Supplementals \$58,206.78  
Reductions \$81,255.05  
Total Change \$17,173.83

*Vincent M. Voltaggio* 5-8-12  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer


Approved: \_\_\_\_\_  
(District Engineer) Date  
(Local Highway Designer)

Robert M. Damminger  
Freeholder Director  
*Robert M. Damminger* 4/18/12  
(Contractor) Date

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

1. Name & Address of Vendor: R.E. Pierson Construction Co.  
PO Box 430 Woodstown  
NJ 08098-0430
2. Description of Project or Contract: Intersection Improvements Route 322 (CR 536)  
& Tomlin Station Road (CR 607) Township  
of Harrison, County of Gloucester.
3. Date of Original Contract: ..... September 1, 2010
4. P.O. Number: ..... 10-08818
5. Amount of Original Contract: ..... \$1,139,889.00
6. Amount of Previously Authorized Change Orders ..... \$0.00
7. Amount of this Change Order: #1 -Increase Final ..... 17,173.83
8. New Total Amount of Contact ..... \$1,157,062.83  
(Total of Numbers 5, 6 & 7 Above)
9. Need or Purpose of this Change Order: Increases and Decreases to Contract  
Items to reflect as-built conditions; also, Supplemental Items including Police  
Traffic Directors and Relocation of Underground Electric Service at Animal  
Hospital, Battery Back-Up for Traffic Signal.

This change order requested by  on 5-8-12  
 (Department Head) (Date)

Accepted by  on 4/18/12  
 (Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
 Robert N. DiLella, Clerk

By: \_\_\_\_\_  
 Robert M. Damminger, Director

**To ALL VENDORS:**

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
 ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
 WITH APPROPRIATE RESOLUTION.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID PROJECT  
CHANGE ORDER NUMBER 1 Final  
STATE AID PROJECT

|              |   |
|--------------|---|
| PROJECT      | Improvement to Intersection Route 322(CR536) & Tomlin Station Road (CR 607) |
| MUNICIPALITY | Township of Harrison  |
| COUNTY       | Gloucester  |
| CONTRACTOR   | R. E. Pierson Construction Inc.   |

In accordance with the project Supplementary Specification the following are changes in the contract.  
The increases, reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

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|------------------|--|----------------|-------------|-------------|
| <b>Increases</b> |  |                |             |             |
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| 30               | Hot Mix Asphalt 19 M 64 Base Course          | 181            | \$60.00     | \$10,860.00 |
| 40               | Inlet, Type B                                | 1              | \$2,500.00  | \$2,500.00  |
| 47               | Reno Mattress                                | 162            | \$7.00      | \$1,134.00  |
| 50               | Hot Mix Asphalt Driveway, 6" Thick           | 345            | \$30.00     | \$10,350.00 |
| 52               | 9" x 16" Concrete Vertical Curb              | 386            | \$16.50     | \$6,381.00  |
| 58               | Traffic Stripes, Long Life Epoxy Resin 4"    | 2,769          | \$0.30      | \$830.70    |
| 62               | RPM, Mono-Directional, Amber Lens            | 5              | \$27.00     | \$135.00    |
| 67               | 2" Rigid Metallic Conduit                    | 47             | \$28.00     | \$1,316.00  |
| 68               | 3" Rigid Metallic Conduit                    | 76             | \$43.00     | \$3,268.00  |
| 75               | Service Wire, No. 6 Awg                      | 11             | \$2.60      | \$28.60     |
| 79               | Traffic Signal Cable, 5 Conductor            | 210            | \$2.30      | \$483.00    |
| 88               | Topsoiling, 4" Thick                         | 293            | \$1.45      | \$424.85    |
| 89               | Fertilizing and Seeding, Type A-3            | 293            | \$0.35      | \$102.55    |
| 91               | Straw Mulching                               | 293            | \$0.30      | \$87.90     |
| Total Increases  |  |                |             | \$40,222.10 |

|                      |  |       |             |             |
|----------------------|--|-------|-------------|-------------|
| <b>Supplementals</b> |  |       |             |             |
| 92S                  | Police, Traffic Directors                        | 582.5 | \$60.00     | \$34,950.00 |
| 93S                  | Electric Service Relocation at Veterinary Clinic | 1     | \$11,211.78 | \$11,211.78 |
| 94S                  | Battery Back Up, Cleary UPS Model SP 1000        | 1     | \$12,045.00 | \$12,045.00 |
| Total Supplementals  |  |       |             | \$58,206.78 |

|                   |   |        |            |             |
|-------------------|---|--------|------------|-------------|
| <b>Reductions</b> |   |        |            |             |
| 3                 | Silt Fence                                  | 1,168  | \$1.50     | \$1,752.00  |
| 6                 | Heavy Duty Silt Fence, Black                | 93     | \$9.00     | \$837.00    |
| 10                | Construction Signs                          | 93     | \$9.50     | \$883.50    |
| 11                | Construction Identification Sign, 4' x 8'   | 2      | \$720.00   | \$1,440.00  |
| 12                | 72" x 48" Public Works Project Sign         | 2      | \$980.00   | \$1,960.00  |
| 14                | Temporary Stripes, 4"                       | 14,637 | \$0.30     | \$4,391.10  |
| 20                | Excavation, Test Pit                        | 100    | \$1.00     | \$100.00    |
| 25                | HMA Milling, 3" or Less                     | 1,182  | \$3.00     | \$3,546.00  |
| 26                | Tack Coat                                   | 3,675  | \$0.01     | \$36.75     |
| 27                | Prima Coat                                  | 2,210  | \$0.01     | \$22.10     |
| 28                | Hot Mix Asphalt 12.5 H 76 Surface Course    | 425    | \$60.00    | \$25,500.00 |
| 29                | Hot Mix Asphalt 19 M 64 Intermediate Course | 578    | \$55.00    | \$31,790.00 |
| 33                | 18" Reinforced Concrete Pipe                | 11     | \$70.00    | \$770.00    |
| 35                | 36" Reinforced Concrete Pipe                | 2      | \$110.00   | \$220.00    |
| 42                | Inlet, Type E                               | 1      | \$2,500.00 | \$2,500.00  |
| 49                | Concrete Sidewalk, 4" Thick                 | 49     | \$45.00    | \$2,205.00  |
| 51                | Detectable Warning Surface                  | 20     | \$0.01     | \$0.20      |
| 59                | Traffic Stripes, Long Life, Epoxy Resin 8"  | 25     | \$0.50     | \$12.50     |
| 60                | Traffic Markings, Thermoplastic             | 85     | \$2.80     | \$238.00    |
| 61                | RPM, Mono-Directional, White Lens           | 2      | \$27.00    | \$54.00     |
| 63                | RPM, Bi-Directional, Amber Lens             | 2      | \$27.00    | \$54.00     |
| 64                | Removal of Traffic Stripes                  | 5,267  | \$0.40     | \$2,106.80  |
| 69                | 4" Rigid Metallic Conduit                   | 10     | \$15.00    | \$150.00    |
| 74                | Ground Wire, No. 8 Awg                      | 99     | \$1.10     | \$108.90    |
| 80                | Traffic Signal Cable, 10 Conductor          | 114    | \$3.35     | \$381.90    |
| 90                | Topsoil Stabilization, Type 1 Mat           | 153    | \$3.10     | \$474.30    |
| Total Decreases   |   |        |            | \$81,255.05 |

Amount of Original Contract

Amount of Original Contract + CO No 1

% Change in Contract

\$1,139,889.00

\$1,157,062.83

1.5066% Increase

Increases \$40,222.10

Supplementals \$58,206.78

Reductions \$81,255.05

Total Change \$17,173.83

Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

Date

Approved:

(District Engineer)  
(Local Highway Design)

Date

Robert M. Damminger  
Freelance Director

Date

(Contractor)

Date


B3

07-07

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: R.E. Pierson Construction Co.  
PO Box 430 Woodstown  
NJ 08098-0430
- 2. Description of Project or Contract: Intersection Improvements Route 322 (CR 536)  
& Tomlin Station Road (CR 607) Township  
of Harrison, County of Gloucester.
- 3. Date of Original Contract: ..... September 1, 2010
- 4. P.O. Number: ..... 10-08818
- 5. Amount of Original Contract: ..... \$1,139,889.00
- 6. Amount of Previously Authorized Change Orders ..... \$0.00
- 7. Amount of this Change Order: #1 -Increase Final ..... 17,173.83
- 8. New Total Amount of Contact ..... \$1,157,062.83  
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: Increases and Decreases to Contract  
Items to reflect as-built conditions; also, Supplemental Items including Police  
Traffic Directors and Relocation of Underground Electric Service at Animal  
Hospital, Battery Back-Up for Traffic Signal.

This change order requested by  on 5-8-12  
(Department Head) (Date)

Accepted by  on 4/18/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert M. Damming, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
WITH APPROPRIATE RESOLUTION.

B3

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-04092 DATE April 18, 2012

C-04-09-013-165-13222 (\$17,173.83)  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering


AMOUNT OF CERTIFICATION \$17,173.83 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

Contract Change Order #01-Increase for Increases and Decreases to Contract Items to reflect as-built conditions; also, Supplemental Items including Police Traffic Directors and Relocation of Underground Electric Service at Animal Hospital, Battery Back-Up for Traffic Signal, for the project, Improvements to Intersection Route US 322 (CR 536) and Tomlin Station Road (CR 607), Gloucester County, Engineering Project #07-07.

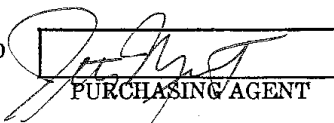
VENDOR: R. E. Pierson Construction Company, Inc.

ADDRESS: P.O. Box 430  
Woodstown, NJ 08098-0430

 5-8-12  
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED

  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☐ NOT APPROVED

DATE PROCESSED 5-22-12

Meeting Date: June 06, 2012



**RESOLUTION AUTHORIZING AWARD OF CONTRACTS TO LIPPINCOTT JACOBS CONSULTING ENGINEERS, AND PENNONI ASSOCIATES INC., AS PER RFP-012-030, FOR ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FOR MATERIAL TESTING AND INSPECTION OF CONCRETE, ASPHALT AND SOIL**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need to obtain a contractor to undertake for material testing and inspection of concrete, asphalt and soils services;

**WHEREAS**, this need for said professional services is related to the Countywide Material Testing and Inspection of Concrete, Asphalt and Soil, Engineering Project #12-06 (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based upon the established criteria, concluded that Lippincott Jacobs Consulting Engineers, with offices at 1 N Pavilion Ave., Riverside, NJ 08075, made one of the most advantageous proposals; and

**WHEREAS**, the evaluation, based upon the established criteria, concluded that Pennoni Associates Inc., with offices at 515 Grove Street, Suite B, Haddon Heights, NJ 08035, made one of the most advantageous proposals; and

**WHEREAS**, any contract awarded by the County shall be for estimated services, with a minimum contract amount of zero, and a maximum contract amount of \$30,000.00; and

**WHEREAS**, the County's Purchasing Agent has recommended that **Lippincott Jacobs Consulting Engineers** and **Pennoni Associates, Inc.** each be awarded a contract to supply the hereinabove mentioned Materials Testing and Inspection of Concrete, Asphalt and Soil Services for the County, which will be provided to the County, as needed; and

**WHEREAS**, each contract awarded shall be for estimated services, with a contract amount not to exceed \$30,000.00; and

**WHEREAS**, each contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services; and

**WHEREAS**, each contract shall be awarded for the period June 06, 2012 through June 05, 2013, for a minimum contract amount of zero, and maximum contract amount not to exceed \$30,000.00 for each vendor for the contract term; and

**WHEREAS**, each contract is open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, continuation of each contract beyond December 31, 2012 shall be conditioned upon the approval of the 2013 County Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that a contract for Material Testing and Inspection of Concrete, Asphalt and Soils Services, as per RFP-12-030, be and is hereby awarded to **Lippincott Jacobs Consulting Engineers** and **Pennoni Associates, Inc.**, for the period June 06, 2012, through June 05, 2013, for a minimum contract amount of zero and a maximum contract amount not to exceed \$30,000.00 for each vendor for the contract term, in accordance with and pursuant to the proposals submitted by each, and the unit prices set forth within each proposal; and

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the within awards, a certification must be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED**, that a brief notice stating the nature, duration, service and amount of each contract, if applicable, and that this Resolution and each contract are on file and available for public inspection in the office of the County's Purchasing Agent, shall be

published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 06, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

V:\Projects\12-06\Correspondence\Agenda Request Packages (Resolutions)\12-06 Material Testing RFP-012-030 Split Bid Lippincott & Penmoni, Resolution.doc

B-4

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PENNONI ASSOCIATES INC.**

**THIS CONTRACT** is made effective this **06<sup>th</sup>** day of **June 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **Pennoni Associates Inc.**, 515 Grove Street, Suite B, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for County-Wide Material Testing and Inspection of Concrete, Asphalt and Soil Services, as needed, as set forth in **RFP-012-030**, for use by the County's Public Works Department, Engineering Division; and

**WHEREAS**, the Contractor represents that it is qualified to supply said services, and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing **June 06, 2012** and concluding **June 05, 2013**.

2. **COMPENSATION.** This Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$30,000.00 for the Contract term, so that this is an open-ended contract. This Contract is for estimated units of service, as set forth in RFP-012-030 (hereinafter the "RFP"), and the Contractor's Proposal dated May 8, 2012 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP, and the Proposal, which are incorporated herein, and made a part hereof by reference. Contractor shall supply to and for the County field and/or laboratory testing and inspection services for various County road resurfacing and bridge reconstruction projects on an on-call "as needed" basis.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of

gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverage's, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulations, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the RFP, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract, and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail, as applicable.



**THIS CONTRACT** is effective as of this 06<sup>th</sup> day of **June, 2012**

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK  
DIRECTOR**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**PENNONI ASSOCIATES INC.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Title)

V:\Projects\12-06\Correspondence\Agenda Request Packages (Resolutions)\12-06 Material Testing RFP-012-030 Split Bid Pennoni, Contract.doc

B-4

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
LIPPINCOTT JACOBS CONSULTING ENGINEERS**

**THIS CONTRACT** is made effective this 06<sup>th</sup> day of **June 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **Lippincott Jacobs Consulting Engineers**, 1 N Pavilion Ave., Riverside, NJ 08075, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for County-Wide Material Testing and Inspection of Concrete, Asphalt and Soil Services, as needed, as set forth in **RFP-012-030**, for use by the County's Public Works Department, Engineering Division; and

**WHEREAS**, the Contractor represents that it is qualified to supply said services, and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing **June 06, 2012** and concluding **June 05, 2013**.

2. **COMPENSATION.** This Contract shall be for a minimum contract amount of zero, and a maximum contract amount not to exceed \$30,000.00 for the Contract term, so that this is an open-ended contract. This Contract is for estimated units of service, as set forth in the RFP-012-030 (hereinafter the "RFP"), and the Contractor's Proposal dated May 8, 2012 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP, and the Proposal, which are incorporated herein, and made a part hereof by reference. Contractor shall supply to and for the County field and/or laboratory testing and inspection services for various County road resurfacing and bridge reconstruction projects on an on-call "as needed" basis.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of

gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverage's, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulations, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the RFP, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract, and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail, as applicable.

**THIS CONTRACT** is effective as of this 06<sup>th</sup> day of June, 2012

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK  
DIRECTOR**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**LIPPINCOTT JACOBS CONSULTING  
ENGINEERS**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

V:\Projects\12-06\Correspondence\Agenda Request Packages (Resolutions)\12-06 Material Testing RFP-012-030 Split Bid Lippincott, Contract.doc



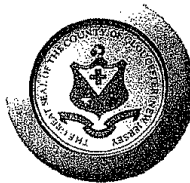


# PROPOSAL

RFP No. 012-030

COUNTYWIDE MATERIAL TESTING AND INSPECTION OF  
CONCRETE, ASPHALT, AND SOILS  
GLOUCESTER COUNTY PURCHASING DEPARTMENT  
IN WOODBURY, NEW JERSEY

PREPARED FOR



COUNTY OF GLOUCESTER  
PURCHASING DEPARTMENT  
ONE N. BROAD STREET  
WOODBURY, NJ 08096

PREPARED BY

WAYPOINT ENTERPRISES INCORPORATED T/A  
LIPPINCOTT JACOBS CONSULTING ENGINEERS  
1 N PAVILION AVENUE  
RIVERSIDE, NJ 08075

MAY 2012

LJCE PROJECT No. 15311

1 N Pavillon Ave • Riverside, NJ 08075 • (856) 461-1100 (o) • (856) 461-3166 (f) • [www.ljce.net](http://www.ljce.net)

GEO TECHNICAL • ENVIRONMENTAL • SURVEY • CIVIL • STRUCTURAL • QUALITY CONTROL • PROJECT MANAGEMENT



**ATTACHMENT 1**  
**Specification No. ENGRG. 11-04**  
**Schedule of Prices**

| Item | Quantity | Unit               | Description  | Unit Price | Total Cost   |
|------|----------|--------------------|--|------------|--------------|
| 1    | 5        | Each               | Soil Wash Gradation  | \$ 75.00   | \$ 375.00    |
| 2    | 5        | Each               | Proctor Analysis & Wash Gradation  | \$ 190.00  | \$ 950.00    |
| 3    | 5        | Each               | Soil Sampling/Pick up only   | \$ 65.00   | \$ 325.00    |
| 4    | 20       | Day                | Onsite Soil Compaction (8hrs)  | \$ 325.00  | \$ 6,500.00  |
| 5    | 20       | ½ Day              | Onsite Soil Compaction (4hrs)  | 250.00     | 5,000.00     |
| 6    | 40       | Hrs                | Overtime- Soil Compaction  | \$ 60.00   | \$ 2,400.00  |
| 7    | 25       | Days               | Concrete Field Monitoring & Testing (8hrs)   | \$ 325.00  | \$ 8,125.00  |
| 8    | 20       | ½ Day              | Concrete Field Monitoring & Testing (4hrs)   | 250.00     | 5,000.00     |
| 9    | 10       | Hrs                | Overtime- Concrete Field Monitoring  | \$ 60.00   | \$ 600.00    |
| 10   | 75       | Each               | Testing of Concrete Cylinders  | \$ 15.00   | \$ 1,125.00  |
| 11   | 25       | Trips              | Delivery/Pickup of cylinders made  | \$ 65.00   | \$ 1,625.00  |
| 12   | 10       | Each (single shot) | Nondestructive Concrete Testing- Schmidt Hammer  | \$ 20.00   | \$ 200.00    |
| 13   | 10       | Each (single shot) | Nondestructive Concrete Testing- Windsor Probe   | \$ 25.00   | \$ 250.00    |
| 14   | 40       | Lots               | Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")      | \$ 700.00  | \$ 28,000.00 |
| 15   | 10       | Lots               | Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base) | \$ 800.00  | \$ 8,000.00  |
| 16   | 500      | Each               | Patch Core Hole Area with cold asphalt Patch   | \$ 2.00    | \$ 1,000.00  |
| 17   | 10       | Trip               | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate  | \$ 325.00  | \$ 3,250.00  |
| 18   | 4        | Trip               | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate  | \$ 325.00  | \$ 1,300.00  |
| 19   | 5        | Hr                 | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime  | \$ 60.00   | \$ 300.00    |

**Total Amount Bid      \$ 74,325.00**

**Pennoni**

PENNONI ASSOCIATES INC.  
CONSULTING ENGINEERS

Providing Engineering Services Since 1966  
[www.pennoni.com](http://www.pennoni.com)

PROPOSAL

**COUNTY OF  
GLOUCESTER**

**COUNTYWIDE  
MATERIAL TESTING  
AND INSPECTION  
OF CONCRETE,  
ASPHALT AND SOIL**

**RFP# 012-030**

May 8, 2012

**PREPARED FOR:**

**Mr. Pete Mercanti**  
Director  
Purchasing Department  
County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096  
**PRO #12-25871**



**ATTACHMENT 1**  
**Specification No. ENGRG. 11-04**  
**Schedule of Prices**

| Item | Quantity | Unit               | Description  | Unit Price               | Total Cost   |
|------|----------|--------------------|--|--------------------------|--------------|
| 1    | 5        | Each               | Soil Wash Gradation  | \$ 85.00                 | \$ 425.00    |
| 2    | 5        | Each               | Proctor Analysis & Wash Gradation  | \$ 235.00                | \$ 1,175.00  |
| 3    | 5        | Each               | Soil Sampling/Pick up only   | \$ 69.00                 | \$ 345.00    |
| 4    | 20       | Day                | Onsite Soil Compaction (8hrs)  | \$ 360.00                | \$ 7,200.00  |
| 5    | 20       | ½ Day              | Onsite Soil Compaction (4hrs)  | \$ 240.00                | \$ 4,800.00  |
| 6    | 40       | Hrs                | Overtime- Soil Compaction  | \$ 67.50                 | \$ 2,700.00  |
| 7    | 25       | Days               | Concrete Field Monitoring & Testing (8hrs)   | \$ 328.00                | \$ 8,200.00  |
| 8    | 20       | ½ Day              | Concrete Field Monitoring & Testing (4hrs)   | \$ 208.00                | \$ 4,160.00  |
| 9    | 10       | Hrs                | Overtime- Concrete Field Monitoring  | \$ 62.00                 | \$ 620.00    |
| 10   | 75       | Each               | Testing of Concrete Cylinders  | \$ 15.00                 | \$ 1,125.00  |
| 11   | 25       | Trips              | Delivery/Pickup of cylinders made  | \$ 69.00                 | \$ 1,725.00  |
| 12   | 10       | Each (single shot) | Nondestructive Concrete Testing- Schmidt Hammer  | \$ 40.00                 | \$ 400.00    |
| 13   | 10       | Each (single shot) | Nondestructive Concrete Testing- Windsor Probe   | \$ 480.00 (min. 3 shots) | \$ 4,800.00  |
| 14   | 40       | Lots               | Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")      | \$ 925.00                | \$ 37,000.00 |
| 15   | 10       | Lots               | Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base) | \$ 1,550.00              | \$ 15,500.00 |
| 16   | 500      | Each               | Patch Core Hole Area with cold asphalt Patch   | \$ 2.00                  | \$ 1,000.00  |
| 17   | 10       | Trip               | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate  | \$ 360.00                | \$ 3,600.00  |
| 18   | 4        | Trip               | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate  | \$ 480.00                | \$ 1,920.00  |
| 19   | 5        | Hr                 | Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime  | \$ 67.50                 | \$ 337.50    |

**Total Amount Bid    \$ 97,032.50**

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-012-0-030 – Countywide Material Testing –Lippincott Jacobs**

| <b>EVALUATION FACTORS</b><br>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.  | <b>SCORE</b> |
|--|--------------|
| <b>A. Technical Proposal contains all required information</b><br>All required documentation submitted.<br><br><u>5</u> points   | 5            |
| <b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Provided a good PM with a PE that has worked well on County Projects in the past. Lippincott personnel appear qualified and have performed well. Provided an organizational chart.<br><u>25</u> points. | 25           |
| <b>C. <u>Relevance and Extent of Similar Engagements performed</u></b><br>Lippincott provided a good clear listing of other similar engagements performed for other agencies.<br><u>25</u> points.   | 25           |
| <b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b><br>Lippincott provided a good plan for completing the work as outlined in the RFP. They covered many Key items.<br><u>25</u> points.                                     | 25           |
| <b>E. Reasonableness of Cost Proposal</b><br><u>20</u> points. Responded to all of the items with costs. The costs seemed appropriate.   | 18           |
| <b>TOTALS</b>  | <b>98</b>    |

B4

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-012-0-030 – Countywide Material Testing –Pennoni**

| <b>EVALUATION FACTORS</b><br>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.   | <b>SCORE</b> |
|---|--------------|
| <b>A. Technical Proposal contains all required information</b><br>All required documentation submitted.<br><br><u>5</u> points  | <b>5</b>     |
| <b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Provided a good PM with a PE and has worked well on County Projects in the past. Pennoni personnel are familiar with county procedures and have performed well. Provided an organizational chart.<br><u>25</u> points. | <b>25</b>    |
| <b>C. <u>Relevance and Extent of Similar Engagements performed</u></b><br>Pennoni provided a clear easy to follow listing of relevant similar projects. They have also performed this work for the County successfully in the past.<br><u>25</u> points.  | <b>25</b>    |
| <b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b><br><u>25</u> points. Pennoni demonstrated a clear understanding of the RFP. They covered KEY items in a clear easy to understand method.  | <b>25</b>    |
| <b>E. Reasonableness of Cost Proposal</b><br><u>20</u> points. Responded to all items and cost appear appropriate.  | <b>18</b>    |
| <b>TOTALS</b>   | <b>98</b>    |

B5

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #1 TO FEDERAL AID  
AGREEMENT #11-DT-BLA-613 BETWEEN THE COUNTY AND THE NJ  
DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT  
OF \$235,329.00 FOR ENGINEERING PROJECT # 11-03FA**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on December 21, 2011 authorizing the execution of Federal Aid Agreement #11-DT-BLA-613 in the total amount of \$1,983,154.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT") for the Resurfacing and Safety Improvements to Buck Road (CR553) in the Townships of Elk & Franklin, County of Gloucester, Engineering Project 11-03FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will decrease the total amount of same by \$235,329.00, resulting in the new total Agreement amount of \$1,747,825.00 and

**WHEREAS**, all other terms and provisions of original Agreement not amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Agreement Modification #1 to the Agreement to decrease the Agreement by \$235,329.00 for the aforementioned purpose on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of the Agreement shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 6, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID & ECONOMIC DEVELOPMENT  
TRENTON, NEW JERSEY

85

AGREEMENT MODIFICATION

Contract ID: 12 70519

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-0144(109) DATE May 18, 2012  
PROJECT Buck Road CR 553 Resurfacing & Safety Improvements FY FAP-2011-Gloucester County-01727  
2011  
LOCATION Townships of Elk & Franklin, Gloucester County  
SPONSOR Gloucester County  
AGREEMENT DATE 2/29/2012 AGREEMENT NO. 11-DT-BLA-613

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE  
AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall  
not exceed **\$1,983,154.00**, with an approved budget as follows:

| <u>Federal Project</u><br><u>No.</u> | <u>Project Sponsor</u> | <u>Contract</u> | <u>In-House</u> | <u>Total</u>   | <u>Date</u><br><u>Authorized</u> | <u>Date for</u><br><u>Completion</u> |
|--------------------------------------|------------------------|-----------------|-----------------|----------------|----------------------------------|--------------------------------------|
| STP-0144(109)                        | Gloucester County      | \$1,983,154.00  | \$0.00          | \$1,983,154.00 | 9/19/2011                        | 12/1/2014                            |

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall  
not exceed **\$1,747,825.00**, with an approved budget as follows:

| <u>Federal Project</u><br><u>No.</u> | <u>Project Sponsor</u> | <u>Contract</u> | <u>In-House</u> | <u>Total</u>   | <u>Date</u><br><u>Authorized</u> | <u>Date for</u><br><u>Completion</u> |
|--------------------------------------|------------------------|-----------------|-----------------|----------------|----------------------------------|--------------------------------------|
| STP-0144(109)                        | Gloucester County      | \$1,747,825.00  | \$0.00          | \$1,747,825.00 | 9/19/2011                        | 12/1/2014                            |

|                                      |                         |
|--------------------------------------|-------------------------|
| Original Agreement Amount            | <u>\$1,983,154.00</u>   |
| Modified Agreement Amt. (Mod. Nos. ) | <u>\$1,983,154.00</u>   |
| This Modification Amount (No. 1 )    | <u>(-) \$235,329.00</u> |
| Present Agreement Total Amt.         | <u>\$1,747,825.00</u>   |
| Original Agreement Compl. Date       | <u>12/1/2014</u>        |
| Revised Agreement Compl. Date        | <u>12/1/2014</u>        |

ACCEPTED

Robert M. Dammingier  
Freeholder Director

Date

RECOMMENDED

(Chris Bergeman, Project Engineer  
District 4, Local Aid)

Date

(Salim T. Mikhael, Manager  
District 4, Local Aid)

Date

CERTIFICATION OF FUNDS

Director of Accounting and Auditing

Date

FOR PROGRAM USE ONLY:

Document No. \_\_\_\_\_

Registration No. \_\_\_\_\_

CERTIFICATION ACCEPTANCE PROJECTS

This Mod. is approved for Federal participation

Director, Local Aid & Economic Development

Date



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**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION INCREASE #01 TO  
FEDERAL AID AGREEMENT 10-DT-BLA-574 IN THE AMOUNT OF \$139,470.00,  
REGARDING ENGINEERING PROJECT #10-04FA**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 03, 2010, authorizing the execution of Federal Aid Agreement #10-DT-BLA-574 in the total amount of \$597,057.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT") for the "Resurfacing and Safety Improvements along Hurffville-Cross Keys Road, County Route 654, between State Highway Route 47 and Greentree Road, CR651, Washington Township, Gloucester County," Federal Project No. STP-C00S(045), Engineering Project #10-04FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will increase the total amount of same by \$139,470.00, resulting in the new total Agreement amount of \$736,527.00; and

**WHEREAS**, all other terms and provisions of original Agreement not amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Agreement Modification #01 to the Agreement to increase the Agreement by \$139,470.00, for the aforementioned purpose on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of the Agreement shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 06, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID & ECONOMIC DEVELOPMENT  
TRENTON, NEW JERSEY

B6

AGREEMENT MODIFICATION

Contract ID: 11 70391

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-C00S (045) DATE May 7, 2012  
PROJECT Gloucester County Resurfacing 2010, Hurfville-Cross Keys Road (CR 654) Sec 3 FAP-2010-Gloucester County-01738  
LOCATION Township of Washington, Gloucester County  
SPONSOR Gloucester County  
AGREEMENT DATE 2/3/2011 AGREEMENT NO. 10-DT-BLA-574

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$597,057.00, with an approved budget as follows:

| <u>Federal Project No.</u> | <u>Project Sponsor</u> | <u>Contract</u> | <u>In-House</u> | <u>Total</u> | <u>Date Authorized</u> | <u>Date for Completion</u> |
|----------------------------|------------------------|-----------------|-----------------|--------------|------------------------|----------------------------|
| STP-C00S (045)             | Gloucester County      | \$597,057.00    | \$0.00          | \$597,057.00 | 9/23/2010              | 9/30/2013                  |

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$736,527.00, with an approved budget as follows:

| <u>Federal Project No.</u> | <u>Project Sponsor</u> | <u>Contract</u> | <u>In-House</u> | <u>Total</u> | <u>Date Authorized</u> | <u>Date for Completion</u> |
|----------------------------|------------------------|-----------------|-----------------|--------------|------------------------|----------------------------|
| STP-C00S (045)             | Gloucester County      | \$736,527.00    | \$0.00          | \$736,527.00 | 9/23/2010              | 9/30/2014                  |

|                                      |                     |
|--------------------------------------|---------------------|
| Original Agreement Amount            | <u>\$597,057.00</u> |
| Modified Agreement Amt. (Mod. Nos. ) | <u>\$597,057.00</u> |
| This Modification Amount (No.1 )     | <u>\$139,470.00</u> |
| Present Agreement Total Amt.         | <u>\$736,527.00</u> |
| Original Agreement Compl. Date       | <u>9/30/2013</u>    |
| Revised Agreement Compl. Date        | <u>9/30/2014</u>    |

ACCEPTED

\_\_\_\_\_  
(Sponsor) Date  
Robert M. Damuninger, Freeholder Director  
RECOMMENDED

\_\_\_\_\_  
(Chris Bergeman, Project Engineer  
District 4, Local Aid) Date

\_\_\_\_\_  
(Salim T. Mikhael, Manager  
District 4, Local Aid) Date

CERTIFICATION OF FUNDS

\_\_\_\_\_  
Director of Accounting and Auditing Date

FOR PROGRAM USE ONLY:

Document No. \_\_\_\_\_

Registration No. \_\_\_\_\_

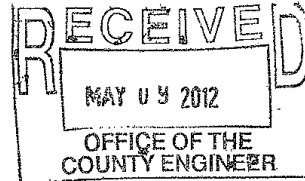
CERTIFICATION ACCEPTANCE PROJECTS  
This Mod. is approved for Federal participation

\_\_\_\_\_  
Director, Local Aid & Economic Development Date



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002



CHRIS CHRISTIE  
Governor

JAMES S. SIMPSON  
Commissioner

KIM GUADAGNO  
Lt. Governor

May 7, 2012

Vincent Voltaggio  
County Engineer, Gloucester County  
Clayton Complex Offices for Government Services  
1200 N. Dealsea Drive  
Clayton, NJ 08312-1000

Re.: AWARD CONCURRENCE LETTER  
Gloucester County Resurfacing 2010, Hurfville-Cross Keys Road (CR 654) Sec 3  
Location: From Rt. 47 to Greentree Road  
Township of Washington, Gloucester County  
Federal Project No. STP-C00S (045)  
NJDOT Job No. 6218316  
FAP-2010-Gloucester County-01738

Dear Mr. Voltaggio:

The Department of Transportation hereby concurs with your recommendation to award a construction contract for the Gloucester County Resurfacing 2010, Hurfville-Cross Keys Road (CR 654) Sec 3 project to the lowest responsive bidder A.E. Stone, Inc., in the amount of \$714,004.48. As previously stated in our letter for Notice of project authorization, there is federally non-sharing costs in the amount of \$2,478.00 (to be borne by the County), from costs above the current State prevailing wage Rate (\$54.10/hour) for that construction item. Please provide the contractor's DUNS No. for our file records. Our concurrence in the award of contract is also subject to the following requirements:

#### Civil Rights Requirements:

- Trainees [THERE ARE NO TRAINEE REQUIREMENTS ON THIS PROJECT].
- DBE Goal: On 7/27/2010, the Division of Civil Rights and Affirmative Action assigned a DBE goal of **12%** for this project. The low bidder A.E. Stone, Inc. has proposed a DBE goal of **12.2%**. The Division of Civil Rights and Affirmative Action has reviewed the DBE Form A provided by the low bidder, and concurred with the proposed DBE goal.

**Federal Aid Agreement & Attached MOD #1:** Please note that a Federal Aid Agreement No. 10-DT-BLA-574 has been executed on 2/3/2011, between New Jersey Department of Transportation and Gloucester County, for this project and a

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Gloucester County Resurfacing 2010, Hurville-Cross Keys Road (CR 654) Sec 3  
Township of Washington, Gloucester County  
Federal Project No. STP-C00S (045)  
NJDOT Job No. 6218316  
Page 2

cost ceiling in the amount of \$597,057.00 has been established. The FHWA/Department's prior approval is required for all change orders and any modifications in the cost ceilings.

On 5/4/12 the FHWA authorized additional federal funds in the amount of \$139,470.00 that were requested by your Office, making the total authorized amount of \$736,527.00 available to the county. Execution of the attached federal aid Agreement Modification No. 1 is necessary to adjust the agreement cost ceiling amount to \$736,527.00 following the FHWA authorization of the additional funds. **Please resubmit the four (4) originals of the Agreement Modification No. 1 with signature, date, and accompanying resolution, so that the agreement modification can be executed by the State. Please note that the Date of Completion for this Agreement has been modified to 9/30/2014.**

**Invoice Submission:** In accordance with the Division of Local Aid and Economic Development's Policy No. 006.00 dated 8/16/06, entitled: Quality Assurance measures prior to and after federal authorization to improve timely federal billing, Gloucester County is required to submit invoices for this project quarterly at minimum. Failure to do so may result in withholding of authorization of other projects.

The pre-construction meeting held on 5/2/12, was attended by Mr. Art San Jose of our office. Please notify our office of the Notice to Proceed date for this construction contract. Also, upon substantial completion of this project, please notify this office in writing to arrange for a construction inspection with your staff.

Should you have any questions regarding the above, please contact Art San Jose at (856)486-6713 or Chris Bergeman at (856)486-6714.

Sincerely,



Salim T. Mikhael  
Manager  
District 4 Local Aid

Ref# 14988

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN THE  
AMOUNT OF \$443,639.20 FOR THE CONSTRUCTION OF ENGINEERING PROJECT  
#08-12FA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the Resurfacing and Safety Improvements along Tanyard Road, County Route 663 from Evergreen Avenue to Walnut Avenue in Woodbury City, Woodbury Heights Borough and Deptford Township, Gloucester County, Federal Project No. DHD-4042-(101), Engineering Project #08-12FA (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on May 02, 2012; and

**WHEREAS**, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08301, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$443,639.20; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and

**WHEREAS**, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for a contract with South State in the amount of \$443,639.20, pursuant to C.A.F. #12-04650, which amount shall be charged against budget line item C-04-10-012-165-12205.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute a contract with South State for the Project in the amount of FOUR HUNDRED FORTY THREE THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS AND TWENTY CENTS (\$443,639.20), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 06, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH STATE, INC.**

**THIS CONTRACT** is made effective this **06<sup>th</sup>** day of **June 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **South State, Inc.**, a New Jersey Corporation, with offices at PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and material required concerning the construction of the Proposed Resurfacing and Safety Improvements along Tanyard Road, County Route 663 from Evergreen Avenue to Walnut Avenue in Woodbury City, Woodbury Heights Borough and Deptford Township, Gloucester County, Federal Project No. DHD-4042-(101), Engineering Project #08-12FA (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for Substantial Completion of the Project within thirty (30) days after the Notice to Proceed has been issued.

**2. COMPENSATION.** Contractor shall be compensated in the amount of **\$443,639.20** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **08-12FA** (hereinafter the "Specifications"), which are incorporated herein by reference.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this



Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall

not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Contractor's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Contractor's bid package, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 06<sup>th</sup> day of **June, 2012**.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**SOUTH STATE, INC.**

\_\_\_\_\_  
**By:** \_\_\_\_\_

(Please Print Name)

Office of the County Engineer  
County of Gloucester

Proposed Resurfacing and Safety Improvements along Turney Road, County Route 663 from Evergreen Avenue to Walnut Avenue in Woodbury City, Woodbury  
Hedges Borough and Deptford Township, Gloucester County  
Federal Project No. DHD-4492-(101),  
Engineering Project #08-127A

Bid Date: Friday, May 04, 2012

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 08-127A

| Item No. | Description  | Approx. Quantity | Bidder 1 of 5 |             |              | Bidder 2 of 5 |       |        | Bidder 3 of 5 |       |        | Bidder 4 of 5 |       |        | Bidder 5 of 5 |       |        |
|----------|--|------------------|---------------|-------------|--------------|---------------|-------|--------|---------------|-------|--------|---------------|-------|--------|---------------|-------|--------|
|          |  |                  | Unit          | Price       | Amount       | Unit          | Price | Amount | Unit          | Price | Amount | Unit          | Price | Amount | Unit          | Price | Amount |
| 1        | Construction Layout                                  | 1                | L.S.          | \$1,000.00  | \$1,000.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 2        | Excavation, Test Pits                                | 20               | C.Y.          | \$0.01      | \$0.20       |               |       |        |               |       |        |               |       |        |               |       |        |
| 3        | Cleaning Site  | 1                | L.S.          | \$13,000.00 | \$13,000.00  |               |       |        |               |       |        |               |       |        |               |       |        |
| 4        | Excavation, Unclassified                             | 40               | C.Y.          | \$20.00     | \$800.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 5        | 1-4 Soil Aggregate                                   | 100              | C.Y.          | \$0.01      | \$1.00       |               |       |        |               |       |        |               |       |        |               |       |        |
| 6        | Slit Fence   | 100              | L.F.          | \$0.26      | \$26.00      |               |       |        |               |       |        |               |       |        |               |       |        |
| 7        | Initial Filter                                       | 20               | Unit          | \$0.26      | \$5.20       |               |       |        |               |       |        |               |       |        |               |       |        |
| 8        | Sawcutting   | 800              | L.F.          | \$0.60      | \$480.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 9        | Sawing and Sealing Joints in Hot Mix Asphalt Overlay | 50               | L.F.          | \$5.00      | \$250.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 10       | Dense Graded Aggregate Base Course, 6" Thick         | 50               | S.Y.          | \$7.00      | \$350.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 11       | Hot Mix Asphalt 1 1/2" 64 Base Course, 4" Thick      | 50               | S.Y.          | \$125.00    | \$6,250.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 12       | Hot Mix Asphalt 9.5M 64 Leveling Course              | 25               | Ton           | \$125.00    | \$3,125.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 13       | Truck Coat   | 2250             | Gal           | \$0.01      | \$22.50      |               |       |        |               |       |        |               |       |        |               |       |        |
| 14       | Hot Mix Asphalt 12.5M 64 Surface Course, 2" Thick    | 21900            | S.Y.          | \$7.75      | \$169,500.00 |               |       |        |               |       |        |               |       |        |               |       |        |
| 15       | Milling, 0" - 2" Thick, Variable Depth               | 21750            | S.Y.          | \$2.00      | \$43,500.00  |               |       |        |               |       |        |               |       |        |               |       |        |
| 16       | 9' x 8' x 18" Concrete Vertical Curb                 | 3550             | L.F.          | \$22.00     | \$78,100.00  |               |       |        |               |       |        |               |       |        |               |       |        |
| 17       | Concrete Driveway, Reinforced, 6" Thick              | 250              | S.Y.          | \$75.00     | \$18,750.00  |               |       |        |               |       |        |               |       |        |               |       |        |
| 18       | Hot Mix Asphalt Driveway, 2" Thick                   | 25               | S.Y.          | \$35.00     | \$875.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 19       | Reas Existing Casing                                 | 15               | Unit          | \$15.00     | \$225.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 20       | Pedestrian Signal Heads (Countdown Timers)           | 8                | Unit          | \$885.00    | \$7,080.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 21       | Reset Water Valve Boxes                              | 25               | Unit          | \$90.00     | \$2,250.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 22       | Reset Gas Valve Boxes                                | 10               | Unit          | \$50.00     | \$500.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 23       | Bicycle Safe Gate                                    | 6                | Unit          | \$925.00    | \$5,550.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 24       | Concrete Sidewalk, 4" Thick                          | 160              | S.Y.          | \$70.00     | \$11,200.00  |               |       |        |               |       |        |               |       |        |               |       |        |
| 25       | Public Sidewalk Curb Ramp Delineation                | 140              | S.F.          | \$20.00     | \$2,800.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 26-27    | No Item  | -                | -             | \$0.00      | \$0.00       |               |       |        |               |       |        |               |       |        |               |       |        |
| 28       | Turf Repair Strip                                    | 5500             | L.F.          | \$0.10      | \$550.00     |               |       |        |               |       |        |               |       |        |               |       |        |
| 29       | Traffic Stripes, Long-Life, Epoxy Resin, 4"          | 25000            | L.F.          | \$0.27      | \$6,750.00   |               |       |        |               |       |        |               |       |        |               |       |        |
| 30       | Traffic Markings, Lines, Long Life Thermoplastic     | 6400             | L.F.          | \$0.60      | \$3,840.00   |               |       |        |               |       |        |               |       |        |               |       |        |

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# SUMMARY OF BIDS



## SPECIFICATION NO. 08-12FA

| Item No.  | Description  | Approx. Quantity | Unit | Bidder 1 of 5 |             |              | Bidder 2 of 5 |             |              | Bidder 3 of 5 |             |              | Bidder 4 of 5 |             |              | Bidder 5 of 5 |             |              |
|-----------|--|------------------|------|---------------|-------------|--------------|---------------|-------------|--------------|---------------|-------------|--------------|---------------|-------------|--------------|---------------|-------------|--------------|
|           |  |                  |      | Amount        | Unit Price  | Amount       | Amount        | Unit Price  | Amount       | Amount        | Unit Price  | Amount       | Amount        | Unit Price  | Amount       | Amount        | Unit Price  | Amount       |
| 31        | RPM, Bi-Directional, Amber Lens                    | 200              | Unit | \$20.00       | \$0.10      | \$20.00      | \$5,000.00    | \$25.00     | \$38.50      | \$19.25       | \$770.00    | \$13.00      | \$2,800.00    | \$28.00     | \$5,600.00   | \$28.00       | \$5,600.00  | \$5,600.00   |
| 32        | Regulatory and Warning Signs                       | 150              | S.F. | \$40.00       | \$0.10      | \$40.00      | \$3,900.00    | \$26.00     | \$1.15       | \$1.15        | \$172.50    | \$27.50      | \$4,125.00    | \$33.00     | \$4,950.00   | \$33.00       | \$4,950.00  | \$4,950.00   |
| 33        | Breakaway Barricades                               | 20               | Unit | \$20.00       | \$0.10      | \$20.00      | \$2,000.00    | \$1.00      | \$1.15       | \$1.15        | \$23.00     | \$1.00       | \$20.00       | \$80.00     | \$1,600.00   | \$80.00       | \$1,600.00  | \$1,600.00   |
| 34        | Construction Signs                                 | 300              | S.F. | \$9.00        | \$0.10      | \$9.00       | \$2,700.00    | \$25.00     | \$1.15       | \$1.15        | \$345.00    | \$8.00       | \$2,400.00    | \$12.00     | \$3,600.00   | \$12.00       | \$3,600.00  | \$3,600.00   |
| 35        | Drums  | 20               | Unit | \$20.00       | \$0.10      | \$20.00      | \$2,000.00    | \$1.00      | \$1.15       | \$1.15        | \$23.00     | \$1.00       | \$20.00       | \$30.00     | \$600.00     | \$30.00       | \$600.00    | \$600.00     |
| 36        | Flashing Arrow Boards, 4' x 8'                     | 2                | Unit | \$20.00       | \$0.10      | \$20.00      | \$2,000.00    | \$100.00    | \$450.00     | \$450.00      | \$900.00    | \$1.00       | \$2.00        | \$1,100.00  | \$2,200.00   | \$1,100.00    | \$2,200.00  | \$2,200.00   |
| 37        | Traffic Cones                                      | 60               | Unit | \$60.00       | \$0.10      | \$60.00      | \$6,000.00    | \$1.00      | \$1.15       | \$1.15        | \$69.00     | \$1.00       | \$60.00       | \$5.50      | \$330.00     | \$5.50        | \$330.00    | \$330.00     |
| 38        | Traffic Control Trucks with Mounted Crash Cushions | 1                | Unit | \$4,000.00    | \$4,000.00  | \$4,000.00   | \$2,500.00    | \$2,500.00  | \$2,850.00   | \$2,850.00    | \$2,850.00  | \$500.00     | \$500.00      | \$2,100.00  | \$2,100.00   | \$2,100.00    | \$2,100.00  | \$2,100.00   |
| 39        | Police Traffic Directors                           | 180              | M.H. | \$60.00       | \$60.00     | \$60.00      | \$9,000.00    | \$60.00     | \$60.00      | \$60.00       | \$9,000.00  | \$60.00      | \$60.00       | \$60.00     | \$9,000.00   | \$60.00       | \$60.00     | \$9,000.00   |
| 40-41     | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 42        | Traffic Markings, Symbols, Long Life               | 260              | S.F. | \$6.15        | \$1,598.00  | \$6.15       | \$1,598.00    | \$6.00      | \$6.00       | \$6.00        | \$1,560.00  | \$6.05       | \$1,573.00    | \$6.00      | \$1,560.00   | \$6.75        | \$1,755.00  | \$1,755.00   |
| 43        | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 44        | RPM Bi-Directional, Red/White Lens                 | 13               | Unit | \$130.00      | \$0.10      | \$130.00     | \$3,250.00    | \$25.00     | \$38.50      | \$38.50       | \$500.50    | \$13.00      | \$169.00      | \$28.00     | \$364.00     | \$28.00       | \$364.00    | \$364.00     |
| 45-52     | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 53        | Cast Iron Curb Pieces, Eco Type F, 8" Head         | 15               | Unit | \$400.00      | \$400.00    | \$400.00     | \$5,250.00    | \$350.00    | \$440.00     | \$440.00      | \$6,600.00  | \$300.00     | \$4,500.00    | \$315.00    | \$4,725.00   | \$315.00      | \$4,725.00  | \$4,725.00   |
| 54-58     | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 59        | inlet Type B                                       | 1                | Unit | \$3,000.00    | \$3,000.00  | \$3,000.00   | \$4,000.00    | \$4,000.00  | \$4,000.00   | \$4,000.00    | \$4,000.00  | \$2,500.00   | \$3,500.00    | \$3,450.00  | \$3,450.00   | \$3,450.00    | \$3,450.00  | \$3,450.00   |
| 71        | Asphalt Price Adjustment                           | LS               | LS   | \$20,000.00   | \$20,000.00 | \$20,000.00  | \$20,000.00   | \$20,000.00 | \$20,000.00  | \$20,000.00   | \$20,000.00 | \$20,000.00  | \$20,000.00   | \$20,000.00 | \$20,000.00  | \$20,000.00   | \$20,000.00 | \$20,000.00  |
| 72        | Steel Beam Guide Rail                              | 100              | L.F. | \$17.00       | \$17.00     | \$17.00      | \$1,700.00    | \$17.00     | \$18.75      | \$18.75       | \$1,875.00  | \$36.00      | \$3,600.00    | \$18.50     | \$1,850.00   | \$18.50       | \$1,850.00  | \$1,850.00   |
| 73        | Fuel Price Adjustment                              | LS               | LS   | \$5,000.00    | \$5,000.00  | \$5,000.00   | \$5,000.00    | \$5,000.00  | \$5,000.00   | \$5,000.00    | \$5,000.00  | \$5,000.00   | \$5,000.00    | \$5,000.00  | \$5,000.00   | \$5,000.00    | \$5,000.00  | \$5,000.00   |
| 74        | Extruder Terminals, Type ET-Plus (25')             | 2                | Unit | \$2,600.00    | \$2,600.00  | \$2,600.00   | \$2,600.00    | \$2,600.00  | \$2,850.00   | \$2,850.00    | \$5,700.00  | \$3,300.00   | \$6,600.00    | \$2,800.00  | \$5,600.00   | \$2,800.00    | \$5,600.00  | \$5,600.00   |
| 75        | Removal of Traffic Stripes and Markings            | 1000             | L.F. | \$0.50        | \$0.50      | \$0.50       | \$500.00      | \$1.00      | \$0.85       | \$0.85        | \$850.00    | \$0.50       | \$500.00      | \$0.40      | \$400.00     | \$0.40        | \$400.00    | \$400.00     |
| 76        | Beam Guide Rail End Terminals                      | 2                | Unit | \$1,000.00    | \$1,000.00  | \$1,000.00   | \$2,000.00    | \$1,000.00  | \$1,122.00   | \$1,122.00    | \$2,244.00  | \$1,000.00   | \$2,000.00    | \$1,150.00  | \$2,300.00   | \$1,150.00    | \$2,300.00  | \$2,300.00   |
| 77-78     | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 79        | Modified Triple Beam Guide Rail (with Transition)  | 36               | L.F. | \$135.00      | \$135.00    | \$135.00     | \$4,860.00    | \$135.00    | \$148.50     | \$148.50      | \$5,343.00  | \$220.00     | \$7,920.00    | \$150.00    | \$5,400.00   | \$150.00      | \$5,400.00  | \$5,400.00   |
| 80        | Non-Vegetative Surface, Hot Mix Asphalt, 2" Thick  | 98               | S.Y. | \$20.00       | \$20.00     | \$20.00      | \$1,960.00    | \$20.00     | \$22.00      | \$22.00       | \$2,156.00  | \$40.00      | \$3,920.00    | \$22.50     | \$2,205.00   | \$22.50       | \$2,205.00  | \$2,205.00   |
| 81        | No Item  | -                | -    | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            | -             | -           | -            |
| 82        | Cleaning of Existing Drainage Structures           | 10               | Unit | \$100.00      | \$100.00    | \$100.00     | \$1,000.00    | \$250.00    | \$410.00     | \$410.00      | \$4,100.00  | \$250.00     | \$2,500.00    | \$380.00    | \$3,800.00   | \$380.00      | \$3,800.00  | \$3,800.00   |
| Total Bid |  |                  |      | \$443,639.20  |             | \$516,317.50 |               |             | \$519,301.25 |               |             | \$525,800.00 |               |             | \$554,644.00 |               |             | \$554,644.00 |

*[Signature]*  
Vincent M. Voltaggio, Jr.  
Gloucester County Engineer



COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B7

### Certificate of Availability of Funds

TREASURER'S NO. 12-04650 DATE May 09, 2012  
C-04-10-012-165-12205 (\$443,639.20)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering


AMOUNT OF CERTIFICATION \$443,639.20 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

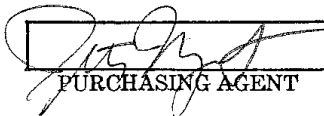
Contract for the Construction of the Resurfacing and Safety Improvements along Tanyard Road, County Route 663 from Evergreen Avenue to Walnut Avenue in Woodbury City, Woodbury Heights Borough and Deptford Township, Gloucester County, as per Federal Project No. DHD-4042-(101), Engineering Project #08-12FA

VENDOR: South State, Inc.

ADDRESS: P.O. Box 68  
Bridgeton, NJ 08302

 5-16-12  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED

  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☐ NOT APPROVED

DATE PROCESSED 5-30-12

Meeting Date: June 06, 2012

B-8

**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER INCREASE #01  
WITH DIEHL ELECTRIC IN THE AMOUNT OF \$161,906.38**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received bids for the construction of the County roadway improvement project known as: Countywide Traffic Signal Pedestrian Retrofit, Gloucester County, New Jersey, Project #09-03FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the construction of the Project was previously awarded to Diehl Electric, Inc., with offices at P.O. Box 209, Hammonton, NJ 08037 (hereinafter "Diehl"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the County's contract with Diehl by \$161,906.38, resulting in a new total contract amount of \$1,011,528.71; and

**WHEREAS**, the Change Order is necessitated by additional Increases and Supplemental Items to reflect completed work and estimated quantities to complete the Project; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for the said Change Order in the amount of \$161,906.38, pursuant to C.A.F. #11-04635, which amount shall be charged against budget line item G-02-09-057-007-20240.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the Board of Chosen Freeholders of the County does hereby approve the hereinabove referenced Change Order Increase #1; and
2. That the Director of the Board and the Clerk of the Board be and are hereby authorized to execute said Change Order, and any required NJ Department of Transportation Local Aid Change Order, for the aforementioned purpose on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 06, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B-8

COUNTY OF GLOUCESTER  
CHANGE ORDER FORM

1. Name & Address of Vendor: Diehl Electric Inc, PO Box 209, Hammonton, NJ 08037.
2. Description of Project or Contract: Countrywide Traffic Signal Pedestrian Retrofit ARRA Federal Stimulus Project
3. Date of Original Contract: May 25, 2010
4. P.O. Number: P.O. # 10-01503
5. Amount of Original Contract: \$ 849,622.33
6. Amount of Previously Authorized Change Order N/A
7. Amount of this Change Order No.1 Increase \$ 161,906.38
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$1,011,528.71
9. Need or Purpose of this Change Order: Increases, decreases and supplemental items to reflect intersections completed and estimate quantities to complete remaining intersections. This project is 100% Federally Funded.

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by Carol J. Andrews, Pres on 5/25/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert M. Damminger, Director

TO ALL VENDORS:  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

B8

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-04635 DATE March 29, 2012  
G-02-09-057-007-20240 (\$17,392.63)  
G-02-10-057-007-20240 (\$144,513.75)  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$161,906.38 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: 

Contract Change Order Increase #01 for Increases additional Increases and Supplemental Items to reflect completed work and estimated quantities to complete the project, in association with the Construction of the Countywide Traffic Signal Pedestrian Retrofit, Gloucester County. Federal Project No. FS-BOOS (826), ARRA Federal Stimulus Project, Engineering Project #09-03FA

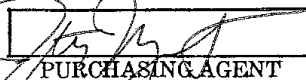
VENDOR: Diehl Electric, Inc.

ADDRESS: PO Box 209  
Hammonton, NJ 08037

  
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED

  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☐ NOT APPROVED

DATE PROCESSED

5-30-12

Meeting Date: June 06, 2012

**RESOLUTION AUTHORIZING PURCHASE BY THE COUNTY OF TWO (2)  
2013 FREIGHTLINER 108 SD HEAVY DUTY CAB AND CHASSIS DUMP  
TRUCKS FROM TRANSTECK, INC. FOR \$293, 916.00, AS PER BID PD-012-010**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works has need for two (2) 2013 Freightliners 108 SD Heavy Duty Cab and Chassis Dump Trucks (hereinafter the "Trucks") for use by the County's Department of Public Works to conduct County business; and

**WHEREAS**, the County, after due notice and advertisement, per Bid PD 012-010, received sealed bids for the purchase of two (2) new Trucks for use by the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Transteck, Inc D/B/A Freightliner of Bridgeport (hereinafter "Transteck"), 400 Heron Dr., Swedesboro, NJ 08085, was the lowest responsive and responsible bidder to provide the two (2) Trucks to the County for the total amount of \$293,916.00, as more specifically described in the specifications for Bid PD 012-010; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds for purchase of the two (2) Trucks in the amount of \$293,916.00, pursuant to C.A.F. # 12-04483, which amount shall be charged against budget line item #C-04-12-019-315-19401.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) new 2013 Freightliner 108 SD Heavy Duty Cab and Chassis Dump Trucks for use by the County's Department of Public Works for the lump sum amount of \$293,916.00 from Transteck, Inc., per Bid PD 012-010, is hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary for the aforementioned purposes on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 6, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**



COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B9

Certificate of Availability of Funds

TREASURER'S NO. 12-04483

DATE May 18, 2012

C-04-12-019-315-19401  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Public Works/Fleet Mange

AMOUNT OF CERTIFICATION \$293,916.00 COUNTY COUNSEL August Knestaut

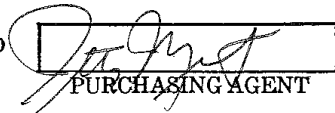
DESCRIPTION: Resolution authorizing the purchase of two (2) 2013 Freightliners 108 SD Heavy Duty cab and chassis dump trucks for use by the County of Gloucester Department of Public Works for the total amount of \$293,916.00 as per Bid PD-012-010

VENDOR: Transteck, Inc  
DBA - Freightliner of Bridgeport  
400 Heron Drive

ADDRESS: \_\_\_\_\_  
Swedesboro, NJ 08085

  
DEPARTMENT HEAD APPROVAL

APPROVED

  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☐ NOT APPROVED

DATE PROCESSED 5-22-12

FREEHOLDER MEETING:  
June 6, 2012